COLLEGE OF
MARIN

BOARD OF TRUSTEES
REGULAR MEETING AGENDA

JANUARY 15, 2008
The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board on a posted item may fill out a card and give it to the Recording Secretary.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Bob Balestrieri 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 p.m., Deedy Staff Lounge, Kentfield Campus
   1. Call to Order, Roll Call and Adoption of Agenda
   2. Modernization Workshop
      a. Concerns Regarding the Fine Arts Building (3:00 to 3:45 p.m.)
         V-Anne Chernock & Marcy Wong/Donn Logan Architects
      b. Revised Bond Spending Plan (3:45 to 4:00 p.m.)
         V-Anne Chernock

B. Closed Session – 4:00 p.m. in Student Services Conference Rooms A&B
   1. Call to Order, Roll Call and Adoption of Agenda
      a) Request for Public Comment on Closed Session Agenda
   2. Closed Session: To consider and/or take action upon any of the following items:
      (a) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:
         CONFERENCE WITH LABOR NEGOTIATOR
         Relative to the following organizations representing employees: United Professors of Marin
         (AFT/UPM), California School Employees Association (CSEA), Service Employees International
         Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)
         Agency Negotiator: Larry Frierson
C. Regular Meeting

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

2. Approval of Minutes (4 minutes)
   - Minutes of December 11, 2007 Board Meeting
   - Minutes of December 19, 2007 Special Board Meeting

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

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      None.
   b. Legislative Report
   c. Committee Chair Appointments
   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 (30 minutes)
      (1) Program Review Update (Anita Martinez)
      (2) Modernization Update (V-Anne Chernock)
      (3) Sustainability Update (V-Anne Chernock)
      (4) COMet Update (Al Harrison)
      (5) Enrollment Management Update (Anita Martinez)
         (a) Retention Strategies Report (Nick Chang & Theo Fung)
6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Association Report (5 minutes)
9. COM Foundation Report (5 minutes) – Dr. Frank Parnell
10. Board Study Session (45 minutes)
   a. Bolinas Lab Analyses and Options (Fran White & Ginny Riegel)
   b. Change Order Processes (Rich Graziano & Mark Kelley)

11. Items for Possible Future Board Action (5 minutes)
   a. Shared Use Agreement – Sustainable Horticulture Program at IVC
   b. Bolinas Lab Recommendations
   c. Memoranda of Understanding for Partnership Agreements for the Marin Simulation Center

12. 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

| January 29 | Board Retreat – 11:00 a.m. to 2:00 p.m. – Marin Community Foundation, Redwood Room, 5 Hamilton Landing, Suite 220, Novato |
| February 19 | Regular Meeting – 6:30 p.m., Ohlone 106, IVC |
| March 4 | Joint Meeting of College of Marin and College of Marin Foundation Boards – 4:00 p.m., Staff Lounge, Deedy Student Services |
| March 11 | Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield |
| April 15 | Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield |
| May 13 | Regular meeting – 6:30 p.m. – Ohlone 106, IVC |
| June 10 | Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield |
| June 24 | Regular Meeting – 6:30 p.m. – Ohlone 106, IVC Tentative Budget Adoption |
| July 22 | Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield |
| August 26 | Regular Meeting – 6:30 p.m., Ohlone 106, IVC Final Budget Adoption |
| September 16 | Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield |
| October 14 | Regular Meeting – 6:30 p.m. – Ohlone 106, IVC |
| November 11 | Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services |
December 9
Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge,
Deedy Student Services, Kentfield

Other Special Events:

Marin County Joint Legislative Action Seminar – January 16 & 17, 2008,
State Capitol, Sacramento
College-wide Welcome Back Reception – January 17, 2008, 4:00 to 6:00 p.m.,
Deedy Staff Lounge, Kentfield
Opening Day Convocation – January 18, 2008, 10:00 a.m. to 12:00 p.m.,
Ohlone 106, Kentfield
Marin Superintendents and Trustees/Marin County Council of Mayors and
Councilmember’s Meeting – January 23, 2008, Servino’s Restaurant,
9 Main Street, Tiburon
Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton
College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield
Campus Lawn

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

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

D. Short-Term Hourly Positions

E. Warrant Approval

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

G. Declaration of Surplus Property – Miscellaneous Equipment

H. Approve Student Fee Increases

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

J. Approve Sabbatical Leave Recommendations

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

L. Approve Academic Calendar 2008/2009
13. Other Action Items (10 minutes)

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

A. Approve Ground Lease with County Sheriff's Department
B. Approve Network Cabling Services for IVC
C. Approve Signature Authorization Resolution
D. Reject Claim – Todd McCleary
E. Reject Claim – Margarita Mazaracki
F. Approve Authorization to Bid for Circle Drive Repairs
G. Approve Memorandum of Understanding – Marin Master Gardeners, a Program of UC Extension
H. Modernization (Measure C)
   1. Approve Revision to Bond Spending Plan
   2. Approve Contractor Prequalification Package
   3. Approve Project/Authorize Bidding – TransTech Relocation Construction (#850H)
   4. Approve/Ratify Professional Services Agreements/Amendments
       a. PE Complex Portables (#850F)
           Long-Term Off-Site Temporary Storage
           Baker Moving and Storage – New SF Professional Services Agreement
       b. PE Complex Portables (#850F)
           Linen Services for PE Portables
           San Rafael Laundry – New SF Professional Services Agreement
       c. PE Complex Portables (#850F)
           Drinking Water Service for PE Portables
           Associated Services, Inc. – Full Service Agreement
       d. PE Complex Alterations (#308B) & PE Complex Photovoltaics (#308D)
           Inspector of Record Services
           Quali-Con Enterprise, Inc. – New SF Professional Services Agreement
       e. Geothermal Fields Kentfield & IVC (#305B & #417B)
           Inspector of Record Services
           Quali-Con Enterprise, Inc. – New SF Professional Services Agreement
       f. PE Complex Alterations (#308B) & PE Photovoltaics (#308D)
Testing & Inspection Services
Kleinfelder, Inc. – New SF Professional Services Agreement
g. Geothermal Fields Kentfield & IVC (#305B & #417B)
   Testing & Inspection Services
   Kleinfelder, Inc. – New SF Professional Services Agreement
h. Austin Science Center Roof Repairs (#850E)
   Computer Lab Cleanup Services
   National Building Maintenance – Ratify SF Professional Services Agreement
i. 12 KV Utility Extension (#407C), Parking Lot/Bioretention Basin (#401B), TransTech Relocation (#850H)
   Design Services and Paragon Office Subscription License and Training
   CSW/Stuber-Stroeh – Amendment #15
j. Paragon Office Subscription License and Training
   Kwan-Henmi Architecture/Planning – Amendment #1
k. Paragon Office Subscription License and Training
   Alfa Tech Cambridge Group – Amendment #15
l. Campus Corner Relocation (#850G)
   Additional Design Services for Health Center Portable
   HKIT – Amendment #6

5. Construction Contract/Lease Agreement – Ratification/
   Change Order/Notice of Completion
a. Shade & Greenhouse Structures (#850C)
   Al Heffley, Inc. – Ratify Construction Contract for
   Miwok 120
b. PE Complex Portables (#850F)
   Onsite Temporary Storage
   Waterfront Container Leasing Co., Inc. – Ratify
   Lease Agreement
c. Austin Science Center Roof Repairs (#850E)
   Construction Contract
   American Services Co. – Approve Change Order #2
d. Pool Boiler Replacement (#407A)
   Construction Contract
   Banner Enterprises, Inc. – Approve Change Order #2
   and Notice of Completion
e. POMO 4 Roof Replacement (#402B)
Construction Contract
Western Roofing, Inc. – Approve Change Order #2 and Notice of Completion
f. Geothermal Fields - Kentfield (#305B) & IVC (#417B)
Award Construction Contract
Trison Construction

14. Information Items (5 minutes)

15. Correspondence
    Correspondence in Board Packets

16. Board Meeting Evaluation

17. Adjournment
Fine Arts Project
Student Concerns

Measure C Bond Program - Kentfield

For the Board of Trustees
Marin Community College District
January 15, 2008

Agenda

Design concerns
Related concerns
Student petition

1. Design Concerns

- Access will be diminished
- Classroom sizes will be reduced
- Hallways uncovered
- Not enough storage
- Not enough restrooms
1. Design Response
- Access will meet all code requirements
- Classrooms sizes will meet State standards
- Hallways will be covered
- Space will be added as necessary
- Every floor will have restrooms

Architects will provide details a bit later.

2. Related Concerns
Title V
- Not enough student participation
- Not enough parking

A. Title V
- Bond is covered under Proposition 39, not Title V
B. Student Participation

- All meetings have been open
  - Board of Trustees (monthly)
  - User Groups (eight + meetings to date)
  - District Modernization Committee (semi-monthly)
- Students have been invited
- Special forum December 3, 2007
- Letter to Student Senate January 9, 2008
- More participation is welcome

C. Not enough parking

- 1,800 parking spaces at Kentfield
- Reduced Parking Lot 4 from 198 to 38
- Reduced other parking anticipated
- Normal peak occupancy 42%
- Parking Task Force has been formed to mitigate the reduction in parking

Parking Lot 4
3. Petition request

"Stop the fast-tracking of the proposed Fine Arts Building until it is determined if a building that meets the promises of the bond will be designed and built."

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**All schedules are on track as originally planned**

*Design start to D54 submittal:*

- IVC Main Bldg: 14 months ($17.7 m)
- PE Complex: 18 months ($15.5 m)
- Fine Arts Bldg: 21 months ($12.6 m)

*There is no fast-tracking.
Cost to slow FA design: $64,000/month*
"Promises of the bond"

- Increase classroom and facility capacity for academic and job training classes, including math, nursing, and medical training, science labs, child development, dental health, physical education, health education facilities, graphic, fine and performing arts facilities, management center, library, research, learning resource center, construction and classrooms for enhanced distance learning.

But:

- "Based on the initial costs of each project, certain of the projects described above will be delayed or may not be completed. In such cases, bond money will be spent on only the most essential of the projects listed above."

Defined first as "most essential"

- Science/Math/Central Plant
- District PE Complex

*By consensus (District Modernization Committee & Board)*
Ranked **next** as "most essential":
- Gateway Complex (48 points)
- Learning Resource Center (25)
- Fine Arts Building (24)
- Performing Arts Building (16)

Then:
- Learning Resource Center was dropped before Fine Arts because:
  - Fine and Performing Arts buildings need to be done together
  - LRC budget was smaller

7 Bond Building Projects:
- Science/Math/CP Complex (new) ($30 m)
- Gateway Complex (new) ($24 m)
- PE Complex (mod) ($16 m)
- IVC Main Building (new) ($16 m)
- Fine Arts Building (new) ($13 m)
- Performing Arts Building (mod) ($12 m)
- IVC TransTech Complex (mod) ($ 9 m)
Revised Design Presentation
Fine Arts Building

By Marcy Wong/Dorn Logan
Architects

Comments and Questions
Bond Spending Plan
Proposed Revision - January 2008

For the Board of Trustees
College of Marin
January 15, 2008

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Sum of Revisions

- Internal adjustment
  - Approved revisions
  - Requested revisions

Net change to bottom line: $0

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1. Internal Adjustment

- Consolidate swing space budgets for better management and accountability
  - Total $3,159,000 consolidated
  - Net difference = zero

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2. Approved Revisions
- Revised building foundation, JVC Main Bldg - $1 million
- Solar thermal panels, Diamond Pk complex - $100,000

3. Requested Revisions
- Restrooms on all floors, New Fine Arts Bldg - $2 million
- Necessary hardscape repairs - $1 million

How to Get There
- Identify projects with extra funds, outstanding
  - Geothermal Field (5 million)
  - Finished projects (400,000)
How to Get There – Fine Arts

- Eliminate proposed transfer of $914,700 for PA Art Gallery and further reduce scope of Performing Arts modernization
- Trim Fine Arts scope by $85,300

How to Get There – Hardscape

- Find additional funding from closed or over-budgeted projects
- Reduce scope of other project(s)

Sum of Revisions

- Internal adjustment: $3.8 million - consolidated
- Approved revisions: $1.4 million - rejected
- $1.6 million - recovered
- Requested revisions
  - Fine Arts: $1,000,000 - needed
  - $914,700 - approved
  - $85,300 - reduced
- Requested revision: TBD
Bottom Line:

$264,500,000
Marin Community College District  
Revised Bond Spending Plan  
*Prepared by V-Anne Chemock, Director of Modernization*  
*Proposed for January 2008*

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A. Closed Session

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

The Board of Trustees of the Marin Community College District met in the SS A&B Conference Rooms on the Kentfield campus, members having received notice as prescribed by law. Board President Treanor called the meeting to order at 4:15 p.m. All publicly elected Trustees were present except Trustee Dolan, who arrived at 4:30 p.m. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, Larry Frierson, and Armond Phillips were also in attendance.

M/s (Hayashino/Moore) to approve the agenda as presented. The motion passed unanimously (5-0).

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

The closed session recessed at 5:30 p.m.

B. Board Organizational Meeting

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

The Organizational Meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:55 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.

- Oath of Office

Judge Faye D'Opal administered the oath of office to Trustees Carole Hayashino, Eva Long, Philip J. Kranenburg, and Jim Namnath.

- Comments by and regarding outgoing Board members
Outgoing Trustees Harry Long and Greg Brockbank expressed their appreciation for the opportunity to serve on the Board and were thanked for their contributions and commitment by Board President Treanor on behalf of the other Board members.

2. **Readoption of Bylaws and Policies**

M/s (Kranenburg/Hayashino) to readopt Board Bylaws, Policies and Procedures in accordance with Board Bylaws Section 1.5010, Organizational Meeting. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

3. **Meeting Schedule 2008**

M/s (Dolan/Hayashino) to approve the 2008 Board Meeting Schedule with one change: deletion of the January 8 Special Board Meeting, as the date was changed to December 19, 2007. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

- **January 15**
  - Board Study Session – 2:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
  - Regular Meeting – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

- **January 29**
  - Board Retreat – 10:30 a.m. to 3:00 p.m. – Marin Community Foundation, Redwood Room, 5 Hamilton Landing, Suite 220, Novato

- **February 19**
  - Regular Meeting – 6:30 p.m., Ohlone 106, IVC

- **March 4**
  - Joint Meeting of College of Marin and College of Marin Foundation Boards – 4:00 p.m., Staff Lounge, Deedy Student Services

- **March 11**
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **April 15**
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **May 13**
  - Regular meeting – 6:30 p.m. – Ohlone 106, IVC

- **June 10**
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **June 24**
  - Regular Meeting – 6:30 p.m. – Ohlone 106, IVC
  - Tentative Budget Adoption

- **July 22**
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **August 26**
  - Regular Meeting – 6:30 p.m., Ohlone 106, IVC
  - Final Budget Adoption
September 16  Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

October 14  Regular Meeting – 6:30 p.m. – Chlone 106, IVC

November 11  Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

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

4. Election of Officers

Trustee Treenor nominated Trustee Long for the position of Board Clerk. She was elected unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

Trustee Hayashino nominated Trustee Kranenburg for the position of Board Vice President, and Trustee Dolan nominated Trustee Hayashino. Trustee Kranenburg was elected by a vote of 5-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote for Trustee Kranenburg.

Trustee Kranenburg nominated Trustee Hayashino for the position of Board President. She was elected unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

5. Appointment of Trustee Representatives

Board President Hayashino announced that she would distribute a list of committees to Board members and would ask for preferences for committee assignments prior to the next meeting.

6. Board Comments & Acknowledgments

Outgoing Board President Treenor reflected on what has been a challenging year for the Board, noting that it is important to focus on the positive. She stated that we are fortunate to have the administration, faculty and staff we have, acknowledged that enrollment management initiatives have led to a turnaround in enrollment, expressed appreciation to the Academic Senate leadership for addressing accreditation issues, and noted that we are fortunate that Dr. White chose to stay with us to provide leadership and vision. Trustee Treenor reminded the Board that we are in difficult financial times and will need to work together. She welcomed Trustee Namnath to the team.

Board President Hayashino thanked outgoing Trustees Moore and Brockbank for their service, welcomed Trustee Namnath, and thanked Trustee Treenor for being a wonderful president during a challenging year.

Trustee Kranenburg stated that the Board and the college have made progress on many fronts during the last four years, including changing curriculum, working on facilities, and meeting financial challenges. He thanked Trustees Moore and Brockbank for their contributions and stated that he thinks we’ll have a great four years.
Trustee Long stated that it has been an honor to serve with Trustees Moore and Brockbank and that she is honored to have been elected to serve a third term. A copy of her statement is attached to the minutes as part of the official record.

7. Adjournment

M/s (Long/Tam) to adjourn the Organizational Meeting. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam. Board President Hayashino adjourned the meeting at 7:35 p.m.

C. Regular Meeting

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

The meeting was called back to order at 7:45 p.m. by Board President Hayashino. All Board members were present, including Student Trustee Tam.

M/s (Long/Hayashino) to move agenda items 10.f and 12.E up on the agenda. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

2. Approval of Minutes and Report of Closed Session

M/s (Treanor/Tam to approve the minutes of the November 7, 2007 Board meeting. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

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

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

John Sutherland, Paul da Silva, Hank Fearnley, Michael Brailloff, and Ira Lansing addressed the Board about concerns regarding contract violations, an anti-union atmosphere on campus, and lack of progress in negotiations. Copies of the statements of Mr. Sutherland and Mr. Lansing are attached to the minutes as part of the official record.

Patti Patterson, a COM student who works in our Biology Museum, spoke to the Board about the importance of conservation and preservation of our Biology Museum’s collection. The Heritage Health Index Executive Summary which she submitted is attached to the minutes as part of the official record.

4. Board Reports and/or Requests
   a. Commendation Resolutions and Other Resolutions
      (1) M/s (Treanor/Tam) to Approve Resolution in Support of Proposition 92. The motion passed unanimously (6-0) plus an advisory vote by Student Trustee Tam.

   b. Legislative Report.
      None.

   c. Committee Chair Reports
      None.
d. Individual Reports and/or Requests
Trustee Namnath stated that he would like to see a slightly different direction considered with regard to utilization of facilities at IVC. He said he hopes we'll have fewer classes with long waiting lists and stressed the importance of putting students first and doing what is best for them.

Trustee Dolan commended the Music Department for the wonderful sold-out performance she recently attended.

Trustee Long reported that she attended two meetings of the Educational Task Force in the last two months and announced that the San Rafael and Novato Unified School Districts have decided to join the Teacher Network Collaborative. She reported that Vice President Martinez had met with the Marin Teaching Network about the possibility of having a Jump Start Program here.

Trustee Treanor reported that she would chair the Board Chair Workshop at the CCLC Conference in Sacramento (January 25-27) and encouraged Trustees to send thank you notes or e-mails to Cindra Smith of CCLC who is retiring.

e. CEO Report to Board on WASC Compliance
Dr. White reported that we are submitting a Focused Mid-Term Report Addendum to the Accrediting Commission.

f. CEO Report to Board on Compliance with Grand Jury Recommendations
No report.

g. Procedure for Filling Governing Board Vacancy Due to Resignation of Incumbent
Dr. White reported that we have been accepting applications for the Trustee vacancy by e-mail or fax. Trustees were asked to submit suggested interview questions to the Board President. Trustee Namnath suggested that we verify that the applicants are registered voters and residents of Marin County. Trustee Long asked that we request resumes from the applicants. Board President Hayashino stated that the first portion of the Special Meeting on December 19 would be spent finalizing the criteria, interview questions, and process.

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

a. Staff Reports

1) Program Review Update
Anita Martinez, Vice President of Student Learning, referred the Board to pages 18 to 53 of the Addendum to the Focused Midterm Report which explain our Program Review process (in response to Accreditation Recommendation #3). She announced that we will have a "program review boot camp" during flex week.

2) Modernization Update
V-Anne Chernock, Director of Modernization, reported that the Parking Task Force will meet the first week in January to develop a skeleton plan. She announced that the architects think they can add restrooms on every floor of the Fine Arts Building
without taking away classroom space and that this will cost approximately $1,000,000. Director Chernock reported that the President's Climate Commitment Task Force was scheduled to meet on December 18.

3) Sustainability Update
Rich Graziano, Swinerton Program Manager, presented a commissioning update.

4) COMet Update
Al Harrison, Vice President of College Operations, referred the Board to the update in their Board packets.

5) Enrollment Management Update
Mauricio Torres-Benavides, Outreach Coordinator, introduced Brandi Comaroto and Sammy Ramirez who made a presentation on the Peer Summit held at COM in November. This conference for middle school youth provided opportunities to learn new skills, receive information about resources in our community, and be exposed to college life. Peer Summit XIII is scheduled for November 14, 2008 at COM.

Nanda Schorske, Dean of Workforce Development, updated the Board on partnership initiatives at the Indian Valley campus.

6. Academic Senate Report
Patrick Kelly, Vice President of the Academic Senate, updated the Board on the program review process and schedule. He stated that he is confident that we'll be able to complete the program reviews in a timely manner and to meet the WASC requirements.

7. Classified Senate Report
No report.

8. Student Senate and Student Association Report
Student Senate President Tam reported that the Student Senate feels that this cannot be a time for infighting at the college and that the Student Senate will work with the Academic Senate to meet the deadline for completing program reviews. Mr. Tam stated that the Student Senate will not be responsible for the destruction of this institution.

9. Board Study Session
None

10. Items for Possible Future Board Agendas (5 minutes)
   a. Shared Use Agreement – Sustainable Horticulture Program at IVC
   b. Bolinas Task Force Recommendations (January)
   c. Academic Calendar 2008-09 (January)
   d. Revised Board Policies (January)
   (1) BP 4230 Grading and Academic Record Symbols
   e. Memorandum of Understanding with Marin Master Gardeners (January)
   f. Fine Arts Students' Petitions
   Vivian Bronshvag, Joan Wieder, and Margaret Kettunen Zegart, COM fine arts students, expressed concerns about plans for the Fine Arts Building, particularly with regard to a proposed loss of parking spaces near the Performing Arts Center, inadequate storage space, smaller classrooms, and not enough bathrooms. They also stated that COM fine arts students had not been given enough opportunities to provide input into the planning
for this building. A copy of Ms. Zegart's statement is attached to the minutes as part of the official record.

Faculty members Deborah Loft, Allen Taylor, and Bill Abright also expressed concern about losing 120 parking spaces and the effect of this on audiences for COM fine arts performances. They asked the Board to revisit and rethink the parking issue.

Dr. White reported that a task force has been formed to deal with the parking issue. A more complete report to the Board on the issues raised by the fine arts students will be brought to the Board at a future meeting.

11. Consent Calendar Items (Roll Call Vote)
M/s (Treonor/Kranenburg) to approve all items on the Consent Calendar. The motion passed unanimously with a roll call vote (6-0) plus an advisory aye vote by Student Trustee Tam.

A. Calendar of Upcoming Meetings & Other Special Events

   All Campus Holiday Party – December 13, 4:00 to 7:00 p.m., Willie's Café, 799 College Avenue, Kentfield

   ASEC Holiday Party – December 15, 2:00 to 4:00 p.m., St. John's Episcopal Church, 14 Lagunitas, Ross

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

   Opening Day Convocation – January 18, 2008, 10:00 a.m. to 12:00 p.m., Fine Arts Theater, Kentfield

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

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

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

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel
   3. Resignation/Retirement of Classified Personnel

C. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:
   1. Resignation/Retirement of Academic Personnel

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

E. Short-Term Hourly Positions

F. Warrant Approval

G. District Mileage Reimbursement Rate

H. Budget Transfers – Month of November – FY 2007/08

I. Declaration of Surplus Property – Miscellaneous Equipment

J. Notice of Completion, Maintenance One Roof Repair

12. Other Action Items

A. M/s (Tam/Treanor) to Approve Resolution to Enter into an Agreement with the California Department of Education for the Purpose of Providing Child Care and Development Services and Designation of Personnel to Sign Contract Documents for Fiscal Year 2007/08. The motion passed by a unanimous roll call vote (6-0) plus an advisory aye vote by Student Trustee Tam.

B. M/s (Treanor/Tam) to Approve Five-Year Scheduled Maintenance Plan (2008/09 through 2012/13). The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

C. M/s (Treanor/Kranenburg) to Approve Resolution Authorizing Staff to Apply for the California Energy Commission Technical Assistance Program. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

D. M/s (Treanor/Kranenburg) to Approve Board Compensation Annual Adjustment. The motion passed by a vote of 6-0 plus an abstention by Student Trustee Tam.

E. Acknowledge Receipt of District Financial and Measure C Bond Program Audits for 2006/07
   Tina Treis of Perry-Smith briefly reviewed the audit reports for the Board and answered questions. M/s (Treanor/Kranenburg) to Acknowledge Receipt of District Financial and Measure C Bond Program Audits for 2006/07. The motion passed by a vote of 5-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.

F. M/s (Treanor/Kranenburg) to Approve Resolution Declaring Intention to Lease Real Property & Publication of Notice Thereof (Ground Lease with Marin County Sheriff’s Department). The motion passed unanimously by a roll call vote of 6-0 plus an advisory aye vote by Student Trustee Tam.

G. Modernization (Measure C)
   1. Designation of Specific Materials, Product, Thing or Services on Bond
Project

a. M/s (Treanor/Tam) to Approve Designation of Proprietary Paint Booth for Transportation Technology Complex Project (#402A). The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

2. Award/Approve Professional Services Agreements/Amendments

a. M/s (Treanor Kranenburg) to Approve Environmental Impact Report (#810A)
   Civil Engineering Support Services for EIR
   CSW/Stuber-Stroeh Amendment #14. The motion passed by a vote of 5-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.

b. M/s (Tam/Treanor) to Approve Environmental Impact Report (#810A)
   District CEQA Consultant Services
   Amy Skewes-Cox Amendment #6. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

c. M/s (Treanor/Tam) to Approve PE Complex Portables (#850F)
   Additional Design Services
   HKIT Amendment #5. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

d. M/s (Treanor/Long) to Approve PE Complex Portables (#850F)
   Moving Services
   Nor-Cal Moving Services – New Short-Form Professional Services Agreement. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

e. M/s (Tam/Treanor) to Approve Shade & Greenhouse Structures (#850C)
   Moving Services
   Crossroads Relocation Services, Inc. – New Short-Form Professional Services Agreement. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

f. M/s (Long/Treanor) to Approve PE Complex Modernization (#308B)
   PE Photovoltaic Project (#308D)
   Inspection Services
   Quali-Con Enterprises, Inc. – New Short-Form Professional Services Agreement. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

g. M/s (Tam/Treanor) to Approve 12 KV Utility Extension (#407C) and PE Complex Portables (#850F)
   Utilities Design Work
   Alfa Tech Cambridge Group Amendment #14. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

h. M/s (Treanor/Tam) to Approve Austin Science Center Roof Repairs (#850E)
   Design Services
   McGinnis Chen Associates, Inc. Amendment #2. The motion passed unanimously 6-0) plus an advisory aye vote by Student Trustee Tam.

3. Approve Lease Agreement

a. M/s (Treanor/Tam) to Approve PE Complex Portables (#850F)
   Lease Agreement for Storage Containers. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.
4. **Contract Ratification**
   a. M/s (Tam/Kranenburg) to Approve Shade & Greenhouse Structures Project (#850C)
      IVC Support Work (Relocation/Infrastructure)
   B. Cantarutti Electric Co. – New Construction Contract. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

5. **Change Orders**
   a. M/s (Kranenburg/Tam) to Approve POMO 4 Roof Replacement (#402B)
      Scope changes – existing roof vent curbs, electrical & nailing work
      Western Roofing Services – Change Order #1. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.
   b. M/s (Treanor/Kranenburg) to Approve Larkspur Annex Restroom (#321B)
      Scope change for side door access
      Ongaro & Sons – Change Order #1. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.
   c. M/s (Tam/Kranenburg) to Approve Austin Science Center Roof Repairs (#850E)
      Scope changes – additional work and reduction in scope
      American Services Co. – Change Order #1 (add & deductive). The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

H. M/s (Treanor/Kranenburg) to Approve Resolution Declaring Intention to Lease Real Property & Publication of Notice Thereof (Regents of the University of California, Marin County Cooperative Extension Marin Master Gardeners Program). The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

13. **Information Items**

A. **Contracts and Agreement for Services Report – September 2007**

14. **Correspondence**

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

15. **Board Meeting Evaluation**

16. **Adjournment**

   M/s (Treanor/Tam) to adjourn the meeting. The motion passed unanimously and Board President Hayashino adjourned the meeting at 10:55 p.m.
I am truly honored to be elected for a third term.

1. My deepest appreciation and thanks to the Marin Community for entrusting me with the very important work of Marin Community College District with your vote of confidence.

2. Thank you for reaffirming that the College Board is about education, teaching, and students first!

3. The role and responsibility is enormous particularly at this juncture with the California fiscal and economic uncertainty, and its impact on our institution and the work ahead.

4. I will continue to depend on the Marin community and its citizens for its full and active participation, involvement and support.

5. The challenges in the future will be great, but with commitment and teamwork, all issues are solvable. As a Trustee, I will continue to depend on the leadership of Dr. White, faculty, and staff for recommendations and comprehensive staff work.

[Signature]

12/11/07
Earlier this year, you vowed to support union labor during the Modernization process. But your designees’ interactions with union labor have created misgivings among CoM employees. You have signed and agreed to contracts with the various unions at CoM, but many violations of the contract by the very people you have appointed to guide the college have created an intimidating, anti-educational and anti-union environment:

Your chief executive officer recently said in a public meeting that modernization is about “the guys and the girls and the buildings...and fun – not about the curriculum.” Under your CEO’s direction, in administrative retreats, your designees have characterized veteran faculty, instructors who have given 20, 30 40 years of their lives to teaching at CoM, as dinosaurs and instructed lower level managers to cut to pieces the plastic dinosaurs they had distributed. Your CEO has also directed her administrators to carry out anti-union and retaliatory activities against those who speak out. So I ask: Where do you stand with your workers?

Your Vice President of Student Learning has fabricated criteria and used them in place of existing contractual language, and she has refused to meet with UPM leaders to ward off potential grievances resulting from her creating additional criteria; she has ignored existing contractual language by denying contractually assured teaching loads, she has illegally placed threatening letters in personnel files, she has denied contractual rights of Department Chairs; she has denied conference leaves, again based on invented criteria that conflict with the language of the contract. These contractual violations disrespect faculty, but they also disrespect you because you agreed to the contract she is knowingly violating and because you support your workers.... Don’t you?

In response to UPM representatives pointing out contractual language and telling her that she can expect a wave of grievances based on her willful violation of contractual provisions and past practice, your head of Human Resources responded, “Who cares?” This same person refused a long time CoM faculty member’s ETCUM rights to units and employment and admitted under oath she had done so because of the instructor’s disability. Is your attitude towards your workers mirrored by “Who cares?”

Your designees have cleared the house of former administrators and in doing so have cost the District and, thus, the taxpayers of Marin County hundreds of thousands, if not millions of dollars. As you are
well aware, a criminal proceeding is now taking place, and other lawsuits are underway. The District’s attorney costs come out of Marin residents’ pockets—dollars intended by Marin taxpayers, the very people who elected you, to go towards education—but your designees are abusing residents’ dollars to bust unions and decimate education at CoM. Where do you stand with your workers and where do you stand on the abuse of Marin residents’ dollars?

Though your two chief officers have often claimed previous experience in bargaining—on both sides of the table—you have allowed your designees to outsource bargaining and instead appoint an attorney who has virtually brought negotiations with all unions to a standstill, all the while charging tens of thousands of dollars—often per month! When recently told his bargaining tactics were “regressive,” the District attorney responded, “So, take it to PERB.” The result? Frustration and anger across all unions, along with fear for our students’ success. Where do you stand with your workers?

Exorbitant attorney fees and no academic representation from the District have made Negotiations insulting—no COLA increase, no wage increase, more mandated work, more supervision and attempts to move formerly contractual items to “advisory” capacities. UPM is not alone here. CSEA and SEIU reps are outraged. Where do you stand with your workers?

After you agreed to negotiate retirement savings a few years back, your designees played dumb. Initially, District representatives said that there were no savings; then they recanted and allowed that there might be “some.” So again UPM filed for arbitration. The December 3rd arbitrator’s decision in UPM’s favor will not only cost you the savings, substantial interest—half a million dollars worth—and arbitration and more attorney fees; it will also cost you your credibility with workers and with Marin residents. Where do you stand with your workers?

Another member of your administration has written letters to WASC, making glowing claims of progress and success. These letters have been, in the writer’s own words, based on personal opinion and observations. Yet almost certainly in January, WASC will move us from “Warning” status to “Probation.” Where do you stand with your workers, with Marin residents, with CoM students?
While many if not most departments on campus are crying out for full time positions to be filled, you have allowed your designees to grow administration by nearly 100%. Your designees have flouted the 50% law and blocked requests for financial information. Where do you stand with your workers? Where do you stand on education?

Your designees are attempting to bust the unions of CoM employees, and in doing so, they are attempting to bust education. Where do you stand on workers? On Marin taxpayers? On education? On students?

Your answers will help formulate a new meaning to union busting. CoM workers have begun to fight back and they will be doing the busting. Where do you stand? We're waiting for real answers.
Over the past years, as president of UPM, I have received many phone calls or been stopped on campus by unit members and asked “why can’t my dean just do such and such?” or “why can’t Personnel do this?” Most of the inquiries seem sensible and are certainly important to the person asking. As to why—the answer I have given so many times has been that if it is logical and rational it won’t happen here.

Now one person’s rationality can be another person’s insanity, so I realize my response has a strong element of subjectivity in it. But when I would state that answer, both the person asking the questions and myself knew that I would still be able to go to the appropriate dean or administrator and try to get an answer and try resolve the problem. No longer.

After decades of cooperative discussion, with neither party always getting what they wanted but at least most often reaching compromises, that door has closed. Administrators have refused to meet with UPM representatives, management committee representatives have said they are too busy to regularly attend governance committee meetings, and the first response to most inquiries is “don’t like it—grieve it”.

You as trustees sitting there are used to me standing before you pointing out the failings of the current system. You have also heard it from the likes of Paul Christensen and John Sutherland, to name but two. You have read it from Arthur Lutz and Laurie Ordin, so what I say tonight comes as no great surprise. What should surprise you though, are the people standing and sitting behind me. You don’t known most, if any, of these people. And in all likelihood you never will. Not because these people have nothing to say, but because they are afraid to say anything.

Behind me is someone who won’t speak up because her assignment was cut the last time she questioned a decision. Behind me is someone who won’t speak up for fear his program will be cut or underfunded. Behind me is someone who won’t speak up because she was removed from a committee when she questioned the fairness of an administrator’s decision. Behind me is someone who won’t speak up because he is in his last year of tenure and does not want to jeopardize his future chances of employment.
You have created and allowed your administrators to create, an environment of fear, doubt and uncertainty. An environment where employees retreat to their job, hoping to go unnoticed by most everyone. This reluctance, this hiding, this fear, is especially despairing because those who should be most on the forefront—the new hire who should be trying out various committees, new assignments and creative ideas—is too afraid. The environment of fear, doubt and uncertainty is too overwhelming.

Just last Friday a faculty member told me she felt things at College of Marin are better than they have been in the last two years. I have no doubt she really sees a positive difference, and quite frankly, it is probably good that she does, that someone does. For if there were no one who could see any good, then you have all allowed an outstanding institution to deteriorate to a point possibly beyond salvation. But the reality remains that if even one person is working here, afraid to act, afraid to speak, afraid to raise a professionally related question, then you as trustees, you as administrators, have failed in your responsibilities.

This is no longer just about wages, benefits and working conditions. We are used to hard bargaining. That is not the issue. It is about being professional, it is about communicating, it is about meaningful and prepared discussion. It is about trust. Too many people standing behind me are working in an atmosphere of fear, doubt and uncertainty. They don’t trust you and I say shame on you for allowing that to happen!
Heritage Health Index

Executive Summary

The Heritage Health Index is the first comprehensive survey ever conducted of the condition and preservation needs of all U.S. collections held in the public trust. The project was conceived and implemented by Heritage Preservation, a national nonprofit organization, in partnership with the Institute of Museum and Library Services, an independent federal agency.

The survey was planned with the advice of 35 associations and federal agencies that serve collecting institutions. The questionnaire was developed in consultation with 66 leading collections professionals. In August 2004, the Heritage Health Index survey was distributed to more than 14,500 archives, libraries, historical societies, museums, archaeological repositories, and scientific research collections, which included institutions of all sizes from every U.S. state and territory. There was a 24% response rate overall and a 90% response rate from 500 of the nation’s largest and most significant collections. From a sampling frame of more than 35,000 potential institutions, the final study population was established to be 30,827 institutions. The Heritage Health Index data has a margin of error of +/- 1.5%. Results analyzed by institutional type, size, or geographic region have a slightly higher margin of error.

The Heritage Health Index asked institutions to report on all aspects of conservation and preservation and to estimate the quantity and condition of the collections for which they have a preservation responsibility. The survey results provide the first data on all the holdings of U.S. collecting institutions. More than 4.8 billion artifacts are being cared for nationwide, including rare books and manuscripts, photographs, documents, sound recordings, moving images, digital materials, art, historic and ethnographic objects, archaeological artifacts, and natural science specimens. The survey reports that U.S. collections are visited 2.5 billion times a year.

The information the Heritage Health Index collected on the condition of collections supplies baseline data that will be useful in measuring future preservation efforts. It is significant that for collections of almost every type, about 30% of artifacts are in unknown condition. In the case of bulk cataloged archaeological collections, recorded
sound collections, and moving image collections, more than 40% are in unknown condition. Of collections known to be in need, unbound sheets cataloged by item rather than linear feet, such as ephemera, broadsides, philatelic and numismatic paper artifacts, have the highest percentage at 54%. The percentages of collections types in need are as follows:

- Unbound Sheets, cataloged in items 54%
- Historic Objects 28%
- Unbound Sheets, cataloged in linear feet 24%
- Natural Science Specimens 23%
- Art Objects 22%
- Archaeological Collections, bulk cataloged in cubic feet 21%
- Photographic Collections 21%
- Archaeological Collections, individually cataloged 19%
- Books/Bound Volumes 16%
- Digital Materials 15%
- Recorded Sound Collections 14%
- Moving Image Collections 12%
- Microfilm/Microfiche 7%
- Online Files 5%

However, because such significant percentages are in unknown condition, the amount of collections in need is likely to be much higher.

→ The Heritage Health Index data points to environmental and storage conditions, emergency planning, staffing, and funding as the aspects of collections stewardship with the greatest needs. If these are not addressed, many collections are at higher risk for damage or loss.

The most urgent preservation need at U.S. collecting institutions is environmental control. The Heritage Health Index documents that 26% of institutions have no environmental controls to mitigate damage from temperature, humidity, and light. Highlighting the importance of protecting collections from environmental factors are the findings that 59% of institutions have had their collections damaged by light, 53% by water or moisture, and 47% by airborne pollutants.

At 59% of U.S. collecting institutions, storage space to accommodate all collections safely and appropriately is lacking. At 65% of institutions, collections are in need of treatment due to improper storage. Nearly one-third have an urgent need for additional storage
facilities, renovated storage facilities, or new and/or improved storage furniture.

One of the most alarming Heritage Health Index statistics is that 80% of collecting institutions do not have an emergency or disaster plan that includes collections, with staff trained to carry it out. Because of this, more than 2.6 billion items are at risk. Only 26% of institutions have copies of vital collections records stored off-site in case of emergency. It is essential that a collecting institution experiencing a disaster have a record of its holdings.

Only 20% of institutions have paid staff—whether full-time or part-time—dedicated to conservation or preservation responsibilities. Instead, many institutions depend on assigning collections care duties to other staff as needed, to volunteers, or to external providers. Staff training for conservation and preservation is needed at 70% of institutions, the most common need cited in the Heritage Health Index survey. Due in part to inadequate staffing levels, basic information about the content and condition of collections is incomplete: 39% of institutions have a significant backlog in cataloging their collections and 70% have no current assessment of the condition of their collections.

The instability of preservation funding is another issue that the Heritage Health Index details. Less than a quarter of institutions specifically allocate funds for preservation in their annual budgets; 36% rely on other budget lines to fund preservation; 40% do not allocate for preservation. Only 13% of institutions have access to permanent funds, such as an endowment, for preservation. Despite the survey’s broad definition that included any expenses related to collections care, 68% report that less than $3,000 was budgeted for preservation in their most recently completed fiscal year. Only 2% of the total annual budgets of U.S. collecting institutions was spent on preservation in the last fiscal year.

Based on the findings of the Heritage Health Index, Heritage Preservation recommends that:

- Institutions must give priority to providing safe conditions for the collections they hold in trust.
- Every collecting institution must develop an emergency plan to protect its collections and train staff to carry it out.
Every institution must assign responsibility for caring for collections to members of its staff.

Individuals at all levels of government and in the private sector must assume responsibility for providing the support that will allow these collections to survive.

A summary of the Heritage Health Index results has been published in *A Public Trust at Risk: The Heritage Health Index Report on the State of America’s Collections*, an illustrated booklet. A full report with graphs and tables is available at [www.heritagehealthindex.org](http://www.heritagehealthindex.org). *A Public Trust at Risk* and the Web site feature case studies that describe the conservation challenges and successes of institutions throughout the U.S.

*A Public Trust at Risk* has been provided to all survey participants, as well as members of Congress, foundations, and national and state associations and government agencies that support the work of archives, libraries, historical societies, museums, archaeological repositories, and scientific research organizations.

**Footnotes**

1. Referred to in this report as “collecting institutions” or “institutions.”
2. Defined as in need of treatment to make the collections items stable enough for use or in need of improved housing or environment to reduce the risk of damage or deterioration.

Would you like to be notified when we add new data to this site? **Sign up for our mailing list!**
Board of Trustees, College of Marin
Student Center Faculty Lounge
Kentfield Campus
835 College Avenue
Kentfield, CA 94949

Dear Board Member:

On behalf of the 21 signatures on these petitions and the many other Fine Arts students, Architecture, Drama, Film, Music and Visual Arts Department students and community audience performance participants in Community Orchestra and Choral groups open studio senior enrollees and other community participants using the Fine Arts facility, we urge you to reevaluate the Fine Arts siting and building plans and the adverse impact of the Performing Arts Center program by a removal of at least 120 adjacent parking spaces. (Relocated science building on lot #4, ironically, which may be a future flood plane).

Poor information release Although a “user” group, faculty members met again last spring with the architect, there was a delay to inform college users (students and audience) of changes in the plans of 11/16/07 and the removal of parking. The model itself available in their campus office is not current and does show a covered area to access classrooms and an entranceway to interior stairs and an elevator. However, the reduced classroom space, revisions and removal of covered access to restrooms and faculty office center were new.

Kentfield Community College use is unique Not a typical student 12-14 level feeder for junior and senior years within the State University system, our campus is a community cultural hub of excellence. Younger students work in the Fine Arts divisions along side professional, seniors as students and interact with major artists and performers under superb instruction...a freedom to be creative, challenged by technique achievements and encompassing all style, performing major classical and contemporary works.
° Disabled, seniors, and audiences need adjacent parking that has been provided in the well-lit lot #4. We are a learning group that cannot be accommodated by distant campus parking served by shuttles on the periphery of consolidated campus buildings.

° Sculpture, ceramics, architecture and painting, drawing and printmaking students need some classroom storage space (none) and walking long distances can not be remedied by drop off – because the driver-less vehicle needs to move on rather than block Sir Frances Drake, or Laurel Avenue and campus lots more than .25 miles are pedestrian distant.

° Performance audience and participants will lessen (and Indian Valley phenomenon

° Classrooms are too small – limited space will cause future limited student enrollment at a time when increase COM student enrollment is essential

° Restrooms are on the second floor, reached by disabled and all other students in classrooms on first and third levels by out-of-doors – open air access in night, inclement weather and may repeat some of public health safety problems at Indian Valley campus

° Access is all open-air because entry space does not meet fire code nor ADA requirements if enclosed as a room, all stairs and elevators are exposed to elements. Doors to all classrooms are uncovered. A future security problem seems evident. (.If covered spaces, or hallways, this square footage use would diminish further the square footage of classrooms.

° Classroom sizes are determined on the basis of two hour academic class standards and number of classes in the facility. (Ours are two hour and fifty minutes, often with additional student work time by generosity faculty additional time).

° Confer for a reassessment with State Standards (offices Vice President Anita Martinez and ADA Barry Ryan) offices of the Division of Architecture compliance persons needs to re-examine this plans’ adequacy.

° Minimal size of workstations and lack of storage space shall reduce size of student work and often scope of creative achievement.

° Halls would provide safe (and dry) waiting areas, and exhibit spaces for student art

**This entire project has been compromised from the original Bond intent** since to receive 5% of Indian Valley and Kentfield funding by the State, especially for ongoing maintenance at Indian Valley many unused structures causes. Perhaps grants, for example from the Buck Fund could be achieved in order to have an adequate Fine Arts facility.

Sincerely,

Margaret Kettunen Zegart (retired art educator and student in music and visual arts departments)
Reevaluate Fine Arts siting and building plan to provide adequate areas; no overlapping of print / sculpture / jewelry studios; plan accessible and convenient restrooms and faculty office spaces.

<table>
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<tr>
<td>Vivien Bronshway</td>
<td>Emily Bieden</td>
<td>330 Goodwin Rd. K 94904</td>
<td></td>
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<tr>
<td>Emily Bieden</td>
<td></td>
<td>873 Butterfield Rd. 94960</td>
<td></td>
</tr>
<tr>
<td>Valerie Moldovan</td>
<td>Valerie Moldovan</td>
<td>1118 S. Etiwanda Drive 94904</td>
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</table>
Reevaluate Fine Arts siting and building plan to provide adequate areas; no overlapping of print / sculpture / jewelry studios; plan accessible and convenient restrooms and faculty office spaces.

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<tr>
<td>ELZA BURTON</td>
<td>Elza</td>
<td>14 Main Ave</td>
<td>8547</td>
</tr>
<tr>
<td>SARAH COOK</td>
<td>Sarah</td>
<td>103 LaFrance Pl V</td>
<td>94941</td>
</tr>
<tr>
<td>Audrey Stroz</td>
<td></td>
<td>167 Milteny Av</td>
<td>94941</td>
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<tr>
<td>Jacquie Lloyd</td>
<td>Jason</td>
<td>782 Henderson St</td>
<td>94947</td>
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<tr>
<td>Adrian Quince</td>
<td></td>
<td>G Adams Ck</td>
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<tr>
<td>Dale Dutton</td>
<td>Dale I. Dutton</td>
<td>758 Old Quarry Rd. LarKapur</td>
<td>94939</td>
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<tr>
<td>Yennick Pigeis</td>
<td></td>
<td>135 Parka Ave.</td>
<td>94933</td>
</tr>
<tr>
<td>N. Braunschweig</td>
<td></td>
<td>Box 724</td>
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</tr>
<tr>
<td>ML Rybar</td>
<td></td>
<td>401 He Ross</td>
<td>94957</td>
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Vivien Proctor Vs. 3-30-2011
PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

WE THE UNDERSIGNED HEREBY PETITION THE COLLEGE OF MARIN BOARD
OF TRUSTEES TO STOP THE FAST TRACKING OF THE PROPOSED FINE ARTS
BUILDING UNTIL IT IS DETERMINED IF A BUILDING THAT MEETS THE
POMISES OF THE BOND (MEASURE C) WILL BE DESIGNED AND BUILT.

Louise Wright  
PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

Joyce Shumate  
PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

Diane Barnes  
PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

Mary Ellen Ditch  
PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

Chris Redwood  
PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

Sidha Miao  
PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

John Reed  
PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION
1. Call to Order, Roll Call and Adoption of Agenda

The Board of Trustees of the Marin Community College District met in the Deedy Staff Lounge on the Kentfield campus, members having received notice as prescribed by law. Board President Hayashino called the meeting to order at 2:50 p.m. All publicly elected Trustees were present except Trustee Namnath, who arrived at 3:00. Student Trustee Tam was also in attendance.

M/s (Long/Dolan) to approve adoption of the agenda as presented. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

Karen van Kriedt, Community Education staff member and CSEA President, thanked the Board for all they do to support the college and commended them ahead of time for selecting the best fitted candidate to serve on the Board and help us face the days ahead. A copy of Ms. van Kriedt’s statement is attached to the minutes as part of the official record.

Bill Scott also addressed the Board, stating that he felt it was important to have representation from Novato on the Board since Trustee Moore, a Novato resident, is no longer on the Board.

2. Finalization of Trustee Applicant Interview Format, Process, Criteria and Questions

Trustee Long reviewed the criteria for Board member qualification and Board President Hayashino reviewed the proposed interview process, noting that it had been developed by following the Marin County Office of Education’s guidelines with input from Board members and review by Bob Henry, our legal counsel. President Hayashino reported that staff had confirmed that each candidate is a resident and registered voter of Marin County with the Office of Voter Registration. The Trustees agreed to follow the proposed interview format.
3. Marin Community College District Trustee Applicant Interviews

Board members interviewed the following Trustee applicants:
- Dr. Lois Moore (telephone interview)
- Eric Lucan
- Nicole Corcoran
- Dr. Michael Hartnett
- Ken Howard
- Joan Lisetor
- Gregory Molloy
- Annan Paterson
- Marty Rubino
- Kerry Stoebner
- Stuart Tanenberg
- Craig Yates

Joycelyn Calvin-White withdrew her name from consideration.

4. Appointment of Marin Community College District Trustee

The Trustees thanked all the applicants for their interest in the position and their commitment to public education and community service.

Board President Hayashino read the results of the first ballot as follows:

1 advisory vote for Nicole Corcoran (Student Trustee Tam)
1 vote for Ken Howard (Trustee Dolan)
1 vote for Marty Rubino (Trustee Namnath)
2 votes for Annan Paterson (Trustees Treanor and Hayashino)
2 votes for Stuart Tanenberg (Trustees Kranenburg and Long)

M/s (Kranenburg/Treanor) to take the next vote based on the two highest vote getters (Ms. Paterson and Mr. Tanenberg). The motion passed by a vote of 5 to 1 with Trustee Namnath casting the no vote. Student Trustee Tam cast an advisory aye vote.

Board President Hayashino read the results of the second ballot as follows:

4 votes (plus 1 advisory vote by Student Trustee Tam) for Annan Paterson (Trustees Treanor, Long, Hayashino, and Namnath)
2 votes for Stuart Tanenberg (Trustees Kranenburg and Dolan)

M/s (Kranenburg/Treanor) to appoint Annan Paterson to the Marin Community College District Board of Trustees. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

Board President Hayashino reminded the Board that the appointment is provisional and announced the 30-day period in which a challenge can be made.

5. Oath of Office

Dr. Frances L. White, Superintendent/President of the College of Marin, administered the Oath of Office to Annan Paterson.
Board President Hayashino congratulated Trustee Paterson on behalf of the Board, and Trustee Paterson stated that she looks forward to a productive and exciting opportunity.

6. Adjournment

M/s (Treanor/Tam) to adjourn the meeting. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam. Board President Hayashino adjourned the meeting at 8:30 p.m.
President Hayashino & Members of the Board,

My name is Karen van Kriedt, and I am on the staff in the Community Ed department and President of CSEA Chapter 196.

I want to take this opportunity to offer my personal thanks for everything you do which supports the college in moving towards better times again. I am afraid that we are headed for even darker times that we are already experiencing. I would like to witness here that, as an individual and as a union leader, I will do my best to help COM survive and, hopefully, eventually thrive again.

I commend you ahead of time on choosing from today’s candidates the person best fitted to help us face the days ahead. I hope they will be someone with strength, intelligence, vision, common sense and creativity.

Thank you for the work you do, and good luck.

Karen van Kriedt
Community Education Program Specialist
College of Marin

karen.vankriedt@marin.edu
415-485-9368
Welcome Back Reception
There will be a college-wide Welcome Back Reception on Thursday, January 17, from 4 to 6 p.m. in the Deedy Staff Lounge.

January Flex Program Update
All scheduled Flex workshops, locations, and updates will be posted on the online Faculty and Staff calendar (click on “Faculty and Staff” under the “Calendar of Events” section at www.marin.edu).

Independent Flex Days: Wednesday, January 16, and Thursday, January 17
2-day Program Review Boot Camp: January 16 and January 17, 9 a.m. - 2 p.m., BC 101
Rosters and Gradebooks Made Easy!: January 17, 10 a.m. - 11:30 a.m., SC 144
Get Online with Web-based Teaching: January 17, 1:30 p.m. - 3:30 p.m., SC 144

Mandatory Flex Day: Friday, January 18
Spring College (Flex) Convocation: 10 a.m. - 12 noon, Olney Hall 96
Department Meetings: 1:30 p.m. - 3:30 p.m., Check Department Chair for location.

International Film Festival
The Department of Modern Languages presents the First Annual College of Marin International Film Festival, featuring films that represent the foreign languages taught at the College. Each film will be introduced by an individual who teaches that language. The following features, which are free and open to the Marin County community, will be shown on Fridays at 7 p.m. in Olney Hall 96. For additional information, call (415) 485-9348.

February 29 - La Finestradi Fronte / Facing Windows (2003), Italian
March 7 – Les Poupees Russes / The Russian Dolls (2005), French
March 14 – Hula Girls (2006), Japanese
March 21 – El Viaje de la Nonna / Nonna’s Trip (2007), Spanish
March 28 – Love is Never Silent (1985), American Sign Language
April 4 – Shaolin Soccer (2001), Chinese

Kudos
At the November 11, 2007, General Assembly of the Student Senate for California Community Colleges, Student Trustee Hoa Long Tam authored a resolution for the statewide Student Senate to make California Community Colleges carbon neutral by 2035. The resolution passed unanimously.

A very special kudos and thanks to Child Care Center Staff Instructor Nora Bowen. She applied the Heimlich maneuver to a choking child. Nora’s immediate response and actions probably saved the child’s life.

College of Marin celebrated its first International Festival on November 29. The event was coordinated by Dr. Arnulfo Cedillo, Director of Student Services, and Professor Radica O. Portello, Chair of Modern Languages. Over sixty students attended the event, including students from IVC’s Intensive English Program and the Modern Languages Department.

JoAnn Coffino, a former COM student, was recently featured in a Marin IJ article that followed her transition from baker to artist.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To:       Board of Trustees
From:    Superintendent/President
Subject: Staff Report: Program Review Update

Date: January 15, 2008
Item & File No. C.5.a(1)

Reason for Board Consideration:
Information

Enclosure(s): Awards memo for Baseline Programs for Program Review Call Spring 2008

BACKGROUND:
In response to the visiting accreditation team’s report at the end of Fall 2007, the College of Marin stepped up its Program Review process to include all academic and student services programs not included in the first two phases of program review in Spring 2007 and Fall 2007. This final set of programs will complete program reviews for their programs by May 2008. At that time, the College will inform the Western States Accrediting Commission that the College has completed program reviews for all its programs, as first required in an accreditation recommendation in 1993.

Under the leadership of the Academic Senate of College of Marin and with the support of the administration, a 2-day training seminar will take place January 16 and 17, 2008 during Spring 2008 Flex Week. It is expected that each seminar participant will use data provided by the Office of Organizational Development and Planning and a structure developed by the Institutional Planning Committee to substantially complete a program review document for that participant’s program. This will lead to completed program reviews consisting of an analysis of the program based on data and budget recommendations, including resource requests, supported by data. The completed program reviews will be forwarded to the Institutional Planning Committee which will prioritize budget requests to the College Budget Committee for consideration in the 2009/2010 budget development process.

In addition to completing program reviews for all programs as of May 2008, the College will establish and implement a cycle of program reviews to be followed henceforth, thus completing one of the last required items to clear COM’s accreditation status.

The attached report lists those programs undergoing program review in Spring 2008 and the units awarded to faculty on a non-precedent setting basis for program review completion. The Academic Senate and administration plan to provide a study session on program review at a future board meeting.

Fiscal impact is approximately $111,000. (37 units of faculty reassigned time @ $3,000/unit)

RECOMMENDATION:

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
Memo

To: Base Line Program Review Applicants

From: UDWC: Linda Beam, Carl Cox, Don Foss, David Snyder

cc: Jo Ellen Fitzgerald, Claudette Muldowney, Anita Martinez, Peggy Isozaki, Jim Arnold, Carol Scialli, Nanda Scherske, Yolanda Bellisimo

Date: December 19, 2007

RE Cat 4 Academic Senate, (Additional Units Arranged by the Senate and District Sect. 8.3.8) Cat 5C/5E Institutional Initiatives Fund and District-Directed Program Development Base Line Program Review Project Spring 2008

The UDWC has completed the evaluation of your request and is pleased to inform you that it recommends you be awarded as follows for your participation in the Base Line Program Review Project for Spring 2008.

Please fill out the Request for Reassigned Time, Stipend, or Overload yellow form as soon as possible specifying if you want to bank units. Return forms to Jodi Fitzgerald so she can process your request through UDWC and payroll.

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<th>Academic Senate - Cat 4 Additional Units</th>
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<td>Program Review Coordination and Facilitation</td>
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<td>Program Review Template Design and Training</td>
<td>Derek Wilson</td>
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<td>Program Review Research Assistant</td>
<td>Blaze Woodlief</td>
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<td>Auto Collision Repair Technology and Auto Technology</td>
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<td>Business and Information Systems (BOS, BUS, CIS, REAL, STAT)</td>
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<td>Communications (COMM, FILM/VIDEO, SPCH)</td>
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<td>Community Education/Life Long Learning</td>
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<td>Counseling</td>
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<td>Dental Assisting</td>
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<td>Environmental Landscaping</td>
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<td>Bonnie Borenstein</td>
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<td>Frank Crosby</td>
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<td>Erika Harkins</td>
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<td>Diana Verdugo</td>
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<td>Theo Fung</td>
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<td>Letta Hlavacheck</td>
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<td>Alexandra Magallanes</td>
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<td>Karen Robinson</td>
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<td>Grace Hom</td>
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<td>Peggy Dodge</td>
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<td>Fernando Agudelo-Silva</td>
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<td>Fine and Visual Arts (ART, ARCH)</td>
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<td>June Lee</td>
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<td>Carl Cox</td>
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<td>Mathew Priewe</td>
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<td>Joan Risch</td>
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<td>(Biol, Phy Geog, Geol, Astr, Comp, Phys, Chem., Engg)</td>
<td>Jamie Deneris</td>
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<td>Don Foss</td>
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<td>Tara Flandreau</td>
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<td>Physical Education/Athletics</td>
<td>Norm Pacula</td>
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<td>Social Sciences (Econ, Educ, Cul, Geog, S Sc)</td>
<td>Walter Turner</td>
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For those awardees conducting a program review, the expected final project should include:
1. The written program review
2. Needs assessment for program improvement and funding

If you are not interested in accepting this award and proceeding with the project as outlined above, please notify Jo Ellen Fitzgerald no later than January 9, 2008. Please submit a report on your project to Jo Ellen Fitzgerald in the Office of Instructional Management by April 2008.

Please note: you are invited to attend the 2-Day Program Review Boot Camp scheduled for Wednesday, January 16 and Thursday, January 17 from 9am to 2pm in BC 101. This hands-on intensive workshop is for all persons awarded for the Base Line Program Reviews.
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
January 15, 2008

BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves (after this date): $17,789,000
- Expended to date: $27.5 million (10.4% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $19.0 million
  - Construction $ 3.0 million

Note: a proposed revision to the Bond Spending Plan was presented to the Board in today’s workshop.

New Info

- Net value of contracts / changes / amendments in this agenda: $636,490

MAJOR PROJECTS BOARD UPDATE/ACTION SCHEDULE

2. TransTech Complex  DSA submittal update  February 2008
3. IVC Main Building  DSA submittal update  February 2008
5. Performing Arts Building  Design development update  February 2008
6. PE Complex  Contract award  February 2008

CONSTRUCTION SCHEDULES (2008 ft.) [major projects are listed in bold]

2008

- Greenhouse KTD to IVC: January – May 2008
- IVC parking lot & bioswale: January 2008 – June 2008
- **KTD PE Complex:** February 2008 – June 2009
- IVC creek erosion mitigation: TBD
Marin Community College District
Measure C Bond Modernization Program

- 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

- Project Stabilization Agreement: District counter-offer sent out November 2008
- Prequalification of contractors: Board approval requested this meeting
- Furniture, fixtures, equipment: FF&E project-level budgets being refined
- Swing space/relocation: Budgets and plans being refined; approval to consolidate requested
- Campus parking plans: New initiative, launched January 9, 2008
Presidents Climate Commitment (PCC)

The first meeting of the Presidents Climate Commitment (PCC) Task Force was held on Tuesday, December 18, 2007. The group reviewed the two tangible actions selected for immediate implementation; discussed in concept several other sustainability initiatives for the College of Marin; and identified some ideas for immediate follow-through. Specifically:

- **Tangible Action:** Adopt an energy-efficient appliance purchasing policy requiring purchase of ENERGY STAR certified products in all areas for which such ratings exist. *This action will require Board policy approval. V-Anne will monitor policy development and approval through the Gold Book review process.*

- **Tangible Action:** Encourage use of and provide access to public transportation for all faculty, staff, students and visitors at our institution.
  
  **Immediate actions:**
  - *Parking Task Force has been appointed (see below)*
  - *V-Anne will attend a TDM conference in January*
  - *Hoa-Long, Patrick and Don will work with respective senates to launch a ride-sharing program for students, faculty and staff*
  - *V-Anne will consult with other administrators on developing:*
    - A transportation use survey
    - A transportation database
    - Recognition for green transport users

- **Curriculum Development:** Patrick will work through Academic Senate to collect information about instructional programs that include green curriculum.

- **V-Anne will explore ways to announce, track and store sustainability activity at the College of Marin.**

The PCC task force will meet again in March 2008 and is expected to meeting quarterly to semi-annually thereafter.

---

1 Fran White, Phil Kranenberg, V-Anne Chernack, Don Flowers, Patrick Kelly, and Hoa-Long Tam
Marin Community College District
Sustainability Initiatives

Parking Task Force
The first meeting of the Parking Task Force\(^2\) was held on Wednesday, January 9, 2008. [more to follow after meeting]

Environmental Impact Report
The Directors of Modernization and Maintenance/Operations, as well as the maintenance supervisor, continue to isolate and implement mitigation measures for which the District will have primary and/or long-term responsibility.

LEED
Architects submitted revised LEED checklists for their respective projects on January 5, 2008. These checklists are under review; a status report will be brought to the Board in February.

Commissioning
Commissioning efforts are ongoing for all projects in design.

Community Choice Aggregation
Action on this long-term county initiative is expected in 2009.

Other
The attached "Commitment to Sustainability" was prepared in response to an e-mail from a community member and is available for general distribution upon request.

\(^2\) V-Anne Chernack, Don Flowers, Rich Graziano, Rick Hall, Michael Irvine, Patrick Kelly, Darryl Kesecker, Deborah Loft, Bob Thompson, Joan Wieder
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<td>Banner Student Consulting – Week of 12/17</td>
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<td>Banner Human Resources Functional Consulting – Week of 1/7</td>
<td>Banner Human Resources Functional Consulting in Progress – Week of 1/7/08</td>
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<td>Banner Financial Aid Training – Week of 1/7</td>
<td>Banner Finance Consulting for Budget Development Scheduled – Week of 1/14/08</td>
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</table>

COMET Project Status Report
January 15, 2008
COMET Project Status Report
January 15, 2008

<table>
<thead>
<tr>
<th>Tasks Planned for the Next Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDI for E-Learning (WebCT) – Begins Week of 1/14</td>
</tr>
<tr>
<td>Banner Financial Aid Consulting – Week of 1/21</td>
</tr>
<tr>
<td>Banner Student Consulting – Week of 1/21</td>
</tr>
<tr>
<td>Banner Human Resources Technical Consulting – Week of 1/28</td>
</tr>
<tr>
<td>Banner Student Summer and Fall 2008 Schedule Build - Week of 2/4</td>
</tr>
<tr>
<td>Banner Student Data Conversion Support – Week of 2/11</td>
</tr>
</tbody>
</table>
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: January 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.5.a(5)</td>
</tr>
<tr>
<td>Subject:</td>
<td>Staff Report: Enrollment Management</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Information</td>
<td>Enclosure(s): Report on Retention Strategies</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

We have been providing regular updates to the Board of Trustees on activities related to Enrollment Management. Our primary enrollment management goal is to increase the number of students enrolled at College of Marin in line with one of the Board’s priorities.

Tonight’s report focuses on the strategy of better supporting students who enroll at College of Marin, knowing that it is more cost effective to retain the students we have than to recruit new ones. This benefits the College, but also serves the students by helping them more successfully achieve their educational goals and purpose for attending the College of Marin. Nicholar Chang, Interim Dean of Student Development and Special Services, and Theodora Fung, Chair, Counseling Department, will present information on current efforts and recommendations for future work.

**RECOMMENDATION:**

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
COM Enrollment Enhancement: Retention Strategies – A Report to the Board of Trustees on January 15, 2008

Nick Chang, Interim Dean of Student Development and Special Services and Theodora Fung, Chair of Counseling Department

Although increasing enrollment is a necessary and essential priority of the Marin Community College District, it is also important that the District put their efforts and resources into the improvement of retention once the students are enrolled. Listed are some recommendations to begin a process in developing “best (retention) practices.”

1. **OBTAINING MORE DATA:** The Office of Student Development and Research must conduct an analyses to determine why students do not return to the college and to identify groups of students who have had either traditionally low or high retention rates. By determining the reasons that students do not return, the college can institute policies and practices to aid students in attaining their educational objectives. We know that we lose students, but we need to know how many and which demographic groups (basic skills, ESL, transfers, age, gender, ethnicity, number of hours working, etc.) so that we can begin to create specific strategies and activities to retain these students. Retention is defined by program retention and student retention. Program retention examines whether a student, for example graduates in a major selected when s/he first enrolls. Student retention evaluates whether students attain their personal goals while enrolled at the College. Student Development and the Research Office have met to identify the data elements and begin research to obtain the data that is needed to support these activities.

**PROGRAM RETENTION:**

**INTERVENTION FOR AT-RISK STUDENTS:** Currently, there are several retention activities, one, actively practiced and the other in the planning phase.

1. **Probationary and Dismissed students - Implemented**
   - These identified students receive a letter from Admissions and Records after mid-term grades are posted, notifying them of their status and inviting them to meet with a counselor as well as other support services
   - Counseling Dept. receives a current list of these students with contact information from IT. The Counselors immediately make phone calls to students who are not participating in special programs (EOPS, CalWorks, DSPS), and follow-up with a personal letter inviting them to make an appointment with a counselor to discuss their specific situation and to work on a plan on improving their academic status.
   - Special programs such as EOPS, CalWORKS, DSPS have caseloads and are designed to have more frequent contacts with their students, so their struggling students are already receiving special attention

2. **Early Alert for At Risk students – Planning Phase**
- Identify at risk students – through placement into Basic Skills and through instructors referral early in the semester
- Develop intervention strategies for those identified through the placement process
- Develop a mechanism for instructors to refer struggling students for extra-classroom help

STUDENT RETENTION

1. **ENHANCING NEW STUDENT EXPERIENCE:** (implemented) The initial interaction with the College creates a lasting impression on a new student. An enrollment process for matriculating students that provides a shorter and more student-friendly placement test using Accuplacer, a streamlined in-person or online orientation, and a meeting with a counselor to develop an educational plan for the first two semesters is critical to the eventual success of the students.

2. **ASSISTING CURRENT STUDENTS:** (planning) Even students who excel academically can flounder along the path towards their goal without timely information and sound educational planning. Timely, accurate and readily available information regarding college services and processes play a part in student retention. The Counseling Department is proposing to actively monitor students with a declared goal—certificate, degree and transfer—who have earned 15, 30 and 45 units and inviting them to come in and review their academic progress and educational plan. Currently, limited staffing in Counseling prevents consistent and regular contacts with these students. Resources should be allocated or re-allocated to provide this service. College of Marin has recently entered into an agreement with UC Office of the President to monitor and provide more intensive service to all students who have applied for transfer to any UC. However, more continuing students should be monitored for their progress towards their academic goal, whatever that may be.

3. **USING TECHNOLOGY FOR RETENTION:** The College is currently planning and beginning to implement technology which would help produce better retention results.

   a. **Web Portal** -- Students getting timely and relevant information, when they first enroll and through the course of their studies, help them succeed in college. The new personalized student web portal can provide specific information targeted to the student based on the student’s profile (educational goal, academic and extra-curricular interests) and academic history. For example, a new student who chose Biology as his/her major and a B.S. as his educational goal may see information in his personal web portal regarding G.E. and Biology transfer requirements to CSU, or schedule of UC representatives on campus, etc. Another example: continuing students with 15, 30 and 45 units or more could open up their personal web portal one day and see a reminder to see a counselor to review his educational plan and progress. Former students who may
have dropped out or stepped out could get reminders in their portal about courses, programs and services that might entice them to return. Functioning to manage the Student Lifecycle Relationship (SLR), a web portal is a very effective tool for communicating with new, current or former students, and good, timely and relevant information should produce positive retention results.

b) **Electronic Degree Audit and Educational Planning System** – The College has purchased DegreeWorks, an electronic degree audit program that also has an educational planning component. When this is implemented, a student or counselor can easily see which courses the student has completed--broken out into specific required areas--and which ones he still needs in relation to a specified educational goal at this College. Furthermore, based on this information, the counselor or student can plan on which courses to take, in the correct sequences, in future semesters. This would maximize the chances that the student is on the right path to meeting his objective at this College and minimize the chances that he will flounder and fail.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.B</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Personnel Recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclasure(s):</td>
<td>Recommendations</td>
</tr>
</tbody>
</table>

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

- A. Appointment of Classified Personnel
- B. Permanent Reassignment of Classified Personnel
- C. Temporary Increase/Decrease in Classified Assignment

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.


K. Gallagher, B. Sheofsky, R. Smith, R. Southard & R. Ramon are on the instructional side of the 50% law.

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>* Ramon, Robin</td>
<td>Inst. Specialist – Court Reporting</td>
<td>.43</td>
<td>10.5</td>
<td>12/10/2007</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Ramon has accepted the .43 FTE/10.5MPY position of Instructional Specialist – Court Reporting effective December 10, 2007.

*Employee is in probationary status for six-months.*
### B. PERMANENT REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Peitz, Heather</td>
<td>From Office Technician – Admissions and Records</td>
<td>1.0</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>To – Office Technician – Community Ed. and Services</td>
<td>1.0</td>
<td>12</td>
<td>12/10/2007</td>
</tr>
</tbody>
</table>

### BACKGROUND INFORMATION:

1. Permanent transfer in assignment as stated above effective December 10, 2007.
### C. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cabonce, Jean</td>
<td>Health Svc. Asst.</td>
<td>From .60</td>
<td>12</td>
<td>Perm.</td>
<td>Temp. 01/02/08 – 06/30/08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .20</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td>(cont.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Castro, Jean</td>
<td>Health Svc. Asst.</td>
<td>From .40</td>
<td>12</td>
<td>Perm.</td>
<td>Temp. 01/02/08 – 06/30/08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(cont.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Hyland, Linda</td>
<td>Office Technician – Children’s Center IVC</td>
<td>.66</td>
<td>10.5</td>
<td>Perm Temp</td>
<td>Temporary Salary Increase From $2,211.60 to $2,331.78 Effective 07/1/07 – 06/30/08</td>
</tr>
<tr>
<td>4.</td>
<td>Lakomski, Kimie</td>
<td>HR Technician</td>
<td>From .53</td>
<td>12</td>
<td>Perm.</td>
<td>Temp. 01/07/08 – 02/29/08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Nguyen, Dong</td>
<td>Admin. Assistant – Office of Instructional Mgmt.</td>
<td>1.0</td>
<td>12</td>
<td>Perm Temp</td>
<td>Temporary Salary Increase From $3,710 to $4,303.60 Effective 01/01/07 – 06/30/08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .7733</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Sheofsky, Beth</td>
<td>Inst. Specialist – English</td>
<td>From .30</td>
<td>8.5</td>
<td>Perm.</td>
<td>Temp. 01/28/08 – 05/23/08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .7733</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Smith, Rion</td>
<td>Inst. Specialist – English</td>
<td>From .37</td>
<td>8.5</td>
<td>Perm.</td>
<td>Temp. 01/28/08 – 05/23/08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .5333</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/SALARY FOR CLASSIFIED PERSONNEL

   Rowena  
   From 8.5  Perm  
   .50  
   To  .7733  
   Temp. 01/28/08 – 05/23/08

BACKGROUND INFORMATION:

1 & 2. Continue Temporary Increase and Decrease in assignment as stated above; effective Jan. 2, 2008 through June 30, 2008.

3. Pursuant to agreement signed by District and CSEA dated Nov. 20, 2007 pay out of class duties as stated above.

4. Temporary Increase is assignment to assist the Human Resources Department during the Banner conversion.

5. Pursuant to agreement signed by District and CSEA dated Nov. 20, 2007 pay out of class duties as stated above.


Jan. 15, 2008 Board Item
BOARD AGENDA ITEM

To: Board of Trustees               Date: January 15, 2008
From: Superintendent/President    Item & File No. C.12.C

Subject: Educational Management Personnel Recommendations

Reason for Board Consideration: APPROVAL

Enclosure(s): Recommendations

BACKGROUND:

The Educational Management Personnel Recommendations are attached.

A. Appointment and /or Change of Educational Management Personnel

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Balestreri, Robert</td>
<td>Interim Dean of Enrollment Services</td>
<td>1.0</td>
<td>Temporary</td>
<td>1/16/08-6/30/08</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Robert Balestreri will continue as Interim Director of enrollment Services from 1/16/08-6/30/08 or until the position is filled permanently.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

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<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: January 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.D</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
<td></td>
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<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td>APPROVAL</td>
<td></td>
<td>Job Descriptions</td>
</tr>
</tbody>
</table>

BACKGROUND

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

Short-Term Hourly Positions.

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

Lab Assistant in Biology, Dept Aide IV in Fine Arts, House Manager, Light Board Operator, Lighting Designer, Master Electrician, Sound Technician, Stage Crew, Stage Manager, follow Spot Operator in Dance, and Data Processing Assistant in OIM are on the non-instructional side of the 50% law.

Dept Aide III and Computer Classroom Assistant in Community Education and Services are on the instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
### A. SHORT TERM HOURLY POSITIONS – January 15, 2008

<table>
<thead>
<tr>
<th>DEPT</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Education and Services</td>
<td><strong>Dept. Aide III</strong> – Will work for Jewelry lab and will be responsible for general state of the lab and inventory of supplies and equipment, coordinating between credit and fee-based classes. (CES is charging a materials fee on classes to cover this cost.)</td>
<td>1</td>
<td>01/28/2008</td>
<td>05/17/2008</td>
<td>$10.00 hour</td>
</tr>
<tr>
<td>*Community Education and Services</td>
<td><strong>Computer Classroom Assistant-Assist Classified Staff.</strong> Will assist the instructor by helping students follow along during class and answer questions regarding specific programs.</td>
<td>1</td>
<td>01/02/2008</td>
<td>06/30/2008</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>House Manager</strong> – Assist Classified staff. Manage house for Spring 2008 Dance Concert. Set-up concessions, direct ushers, trouble shoot seating problems, coordinate with stage manager to start show at beginning and intermission. Clean house after show (pick up recyclable programs), put away concession items and wash coffee pots. Properly lock doors and handle concession monies.</td>
<td>1</td>
<td>03/24/2008</td>
<td>04/06/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Light Board Operator</strong> – Assist Classified staff. Help rig lights for Spring 2008 Dance Concert and run light board during technical rehearsals and performances. Assist with striking equipment when show closes.</td>
<td>1</td>
<td>03/17/2008</td>
<td>04/06/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
</tbody>
</table>
| Performing Arts Dance | **Lighting Designer** –  
Assist classified staff. Design lighting effects for Spring 2008 Dance Concert. Design lighting effects. Help rig all lighting equipment. Interface with Technical Director and Choreographers to be sure design is what is desired. Assist with strike when show closes. | 1 | 03/17/2008 | 04/06/2008 | $10.75 – $11.75 hour DOE |
|-----------------------|-------------------------------------------------------------------------------------------------|---|-----------|----------------|-----------------------------|
| Performing Arts Dance | **Master Electrician** –  
Assist Classified staff. For Spring 2008 Dance Concert. Interface with Lighting Designer, Choreographers and Technical Director. Rig all lighting equipment to accomplish Designer’s plot. Assist with strike when show closes. | 1 | 03/17/2008 | 04/06/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Dance | **Sound Technician** –  
Assist Classified staff. For Spring 2008 Dance Concert. Operate sound board during technical rehearsals and performances. Assist with striking equipment when show closes. | 1 | 03/17/2008 | 04/06/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Dance | **Stage Crew** –  
Assist Classified Staff. For Spring 2008 Dance Concert. Help set up any set pieces and rig lights. Work rails (flying any necessary scenery) during technical rehearsals and performances. Lay dance floor, tape edges, work curtain, move scenery used during performances. Assist with strike when show closes. | 4 | 03/17/2008 | 04/06/2008 | $10.75 – $11.75 hour DOE |
<table>
<thead>
<tr>
<th>Performing Arts Dance</th>
<th><strong>Stage Manager</strong> – Assist Classified Staff. For Spring 2008 Dance Concert. Make sure all dancers and crew are present and in place, call all light and sound cues, and make sure all set pieces and flown objects are properly in place during technical rehearsals and performances. Assist with strike. Interface with choreographers to be sure all technical aspects of each piece are to the Choreographer’s satisfaction.</th>
<th>1</th>
<th>03/17/2008</th>
<th>04/06/2008</th>
<th>$10.75 – $11.75 hour DOE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Follow Spot Operator</strong> – Assist Classified Staff. For Spring 2008 Dance Concert. Operate follow spot during technical rehearsals and performances. Assist with strike when show closes.</td>
<td>1</td>
<td>03/17/2008</td>
<td>04/06/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Follow Spot Operator</strong> – Assist Classified Staff. For Spring 2008 Musical Theatre Dance Cabaret: Accompany students during class/rehearsals and performances.</td>
<td>1</td>
<td>01/28/2008</td>
<td>05/17/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td><em>Office of Instructional Management (OIM)</em></td>
<td><strong>Data Processing Assistant</strong> – Assist Classified staff in OIM with Program Review database and forms.</td>
<td>1</td>
<td>01/02/2008</td>
<td>01/31/2008</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td>Fine Arts Department</td>
<td><strong>Office Aide IV</strong> – Assist Classified Staff. Reception/Security for the Art Gallery, peer counselor for Art/Art History students. Assist instructors in the gallery with gallery design and management classes. Assist with receptions and hang shows under Director’s supervision.</td>
<td>1</td>
<td>01/14/2008</td>
<td>05/20/2008</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td>Biology</td>
<td><strong>Lab Assistant</strong> — To perform inventory and clean-up of Biology Museum during the winter break interim.</td>
<td>1</td>
<td>12/17/2007</td>
<td>01/18/2008</td>
<td>$10.75 hour</td>
</tr>
</tbody>
</table>

**BACKGROUND**

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

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

January 15, 2008 Board Item
To: Board of Trustees  
From: Superintendent/President  
Date: January 15, 2008  
Item & File No. C.12.E  
Subject: Warrant Approval for Month of December 2007

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 12/04/2007 through 12/17/2007, warrants 69164 and 73106-73513, (Banner System checks), were issued in the total amount of $3,153,311.

RECOMMENDATION:

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

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
DATE: January 15, 2008

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services

Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 69164 and 73106-73513 in the amount of $3,153,311 for all funds for the period 12/04/2007 through 12/17/2007 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 $1,033,054 of the above amount. Includes payroll, through December 31, 2007.

President or Designee

<table>
<thead>
<tr>
<th>Category</th>
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<th>Expended</th>
<th>Balance</th>
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<td>0</td>
<td>10,053,155</td>
<td>10,698,290</td>
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<td>Classified Salaries</td>
<td>10,979,880</td>
<td>0</td>
<td>5,213,433</td>
<td>5,766,447</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>10,172,712</td>
<td>0</td>
<td>4,714,900</td>
<td>5,457,812</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,444,696</td>
<td>126,085</td>
<td>365,097</td>
<td>953,514</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>7,791,335</td>
<td>426,892</td>
<td>2,180,130</td>
<td>5,184,314</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,006,358</td>
<td>92,996</td>
<td>358,109</td>
<td>555,252</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>4,587,422</td>
<td>2,586</td>
<td>4,322</td>
<td>4,580,515</td>
</tr>
</tbody>
</table>

Total

56,733,848  648,559  22,889,146  33,196,143

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.
** Includes financial aid awards and inter-fund transfers.
The accompanying transfer information includes eleven budget transfers in December, totaling $31,827 from Unrestricted Funds. There were four budget transfers for a net total of $3,726 from the Unrestricted Reserve contingency account, to allocation of funds received from the state.

There were seven transfers in Restricted Funds for $67,220, in December. There was one budget transfer from Restricted Reserves contingency account, for $75,000.00, for the allocation of a time grant received from the state.

There was one budget transfer in the Measure C Fund for a total of $1,345.00 to cover a conference.

Net effect of transfers for the Month.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>(5,669)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>(34,614)</td>
<td></td>
<td></td>
<td>(1,345)</td>
<td></td>
</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td>11,684</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>3,905</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>105,489</td>
<td>-</td>
<td></td>
<td>1,345</td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>(2,072)</td>
<td></td>
<td></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>(78,723)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 (Income)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9000 (General Ledger)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the December Budget Transfers – FY 2007/08.
<table>
<thead>
<tr>
<th>BT #</th>
<th>UNRESTRICTED</th>
<th>RESTRICTED FUND</th>
<th>TOTAL GENERAL FUND</th>
<th>TOTAL ALL FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(400)</td>
<td>(5)</td>
<td>67,219.92</td>
<td>122,422.50</td>
</tr>
<tr>
<td>2</td>
<td>3,000</td>
<td>75,000</td>
<td>(5,688.60)</td>
<td>523</td>
</tr>
<tr>
<td>3</td>
<td>(4,000)</td>
<td></td>
<td>(34,614.00)</td>
<td>557</td>
</tr>
<tr>
<td>4</td>
<td>(4,850)</td>
<td></td>
<td>11,683.50</td>
<td>558</td>
</tr>
<tr>
<td>5</td>
<td>(2,000)</td>
<td></td>
<td>3,905.12</td>
<td>559</td>
</tr>
<tr>
<td>6</td>
<td>(5,065)</td>
<td></td>
<td>105,488.88</td>
<td>560</td>
</tr>
<tr>
<td>7</td>
<td>(1,386)</td>
<td></td>
<td>(2,072.00)</td>
<td>618</td>
</tr>
<tr>
<td>8</td>
<td>(124)</td>
<td></td>
<td>(78,723.00)</td>
<td>13,345</td>
</tr>
<tr>
<td>9</td>
<td>8,000</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>10</td>
<td>31,826.95</td>
<td></td>
<td>121,077.50</td>
<td>122,422.50</td>
</tr>
<tr>
<td>11</td>
<td>93,829.46</td>
<td></td>
<td>232,326.38</td>
<td>142,219.92</td>
</tr>
</tbody>
</table>

Budget Inter-project transfers were funds remained within the same object code and transfers offset to zero, not included in totals.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>January 15, 2008</td>
</tr>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.G</td>
</tr>
<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>List of Equipment</td>
</tr>
</tbody>
</table>

**APPROVAL**

**BACKGROUND:**

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

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

**RECOMMENDATION:**

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

---

Administrator Initiating Item  

Albert J. Harrison II, Vice President of College Operations
# List of Surplus Equipment - January 15, 2008 Board Meeting

<table>
<thead>
<tr>
<th>Quan.</th>
<th>Campus Location</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>IVC IS 103</td>
<td>Intel Computers/Monitors</td>
<td></td>
<td>10 yrs</td>
<td>Poor / Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>3</td>
<td>IVC IS 103</td>
<td>PC Monitors</td>
<td></td>
<td>10 yrs</td>
<td>Poor / Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD SS 258</td>
<td>Computer</td>
<td>14591</td>
<td>Unk</td>
<td>Upgraded</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD SS258</td>
<td>Monitor</td>
<td>13963</td>
<td>Unk</td>
<td>Upgraded</td>
<td>Staff will determine</td>
</tr>
<tr>
<td>1</td>
<td>KTD FH 11</td>
<td>Bencher Illuma System</td>
<td>11469</td>
<td>20+</td>
<td>Obsolete</td>
<td>Dispose of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy Stand w/Lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>KTD FA 225</td>
<td>Epson 3000 Printer</td>
<td></td>
<td>10+</td>
<td>Unusable</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD SS 210</td>
<td>Computer Speakers Yamaha</td>
<td>Z463167854</td>
<td>Unk</td>
<td>Work</td>
<td>Other Dept Use</td>
</tr>
<tr>
<td>1</td>
<td>KTD SS 259</td>
<td>Computer Speakers Cambridge</td>
<td>SW00529462025760</td>
<td>Unk</td>
<td>Work</td>
<td>Other Dept Use</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:  Board of Trustees
From: Superintendent/President
Subject: Student Fee/Refund Schedule 2008/09
Reason for Board Consideration: APPROVAL

Date: January 15, 2008
Item & File No. C.12.H

BACKGROUND:

The Marin Community College District Board of Trustees reviews and approves the Student Fee/Refund Schedule annually. The recommended changes for the 2008/09 Academic Year are as follows:

Increase in Non-Resident Tuition:

US Citizen Tuition from $179 to $183 per unit
Non-US Citizen from $188 to $191 per unit

The fees would increase this year by the 2007/08 U.S. Consumer Price Index factor of 2.0%. Under the allowable calculation, the District is authorized to charge up to $334 per unit.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve increasing the Non-Resident student tuition fee to $183 per unit for US Citizens and $191 per unit for Non-US Citizens for the 2008/09 Academic Year.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President

Date: January 15, 2008  
Item & File No. C.12.1

Subject: Hospital Experience Agreement Amendment with Sutter VNA & Hospice

Reason for Board Consideration: APPROVAL  
Enclosure(s): Amendment and Original Agreement

BACKGROUND:

The College of Marin has agreements with a number of care facilities for placement of Registered Nursing students as part of their experience requirements. The agreement with Sutter VNA and Hospice expires on January 31, 2008. The College has received the attached renewal amendment to extend the agreement for an additional three-year term.

The amendment language includes modifications to the original agreement (attached) to extend the term, as well as changes to the insurance and arbitration sections as recommended by School & College Legal Services and our insurance administrator, Keenan & Associates.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize District staff to extend the agreement with Sutter VNA and Hospice per the attached amendment.

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
AMENDMENT
TO THE CLINICAL PRECEPTORSHIP AGREEMENT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND
SUTTER VISITING NURSE ASSOCIATION AND HOSPICE

This Amendment ("Extension Amendment") is entered into as of February 1, 2008 (Effective Date), by and between Marin Community College District hereinafter referred to as ("SCHOOL"), and Sutter Visiting Nurse Association and Hospice a California nonprofit public benefit corporation hereinafter referred to as ("AGENCY" or "the AGENCY").

RECATALS

A. SCHOOL and AGENCY entered into a Clinical Preceptorship Agreement ("AGREEMENT") dated as of February 1, 2005.

B. AGREEMENT shall expire on January 31, 2008.

C. SCHOOL and AGENCY wish to amend certain sections of the AGREEMENT and;

D. SCHOOL and AGENCY wish to extend the AGREEMENT’s term, as set forth herein.

NOW, THEREFORE, the AGREEMENT is amended as follows:

1. AGREEMENT REVISIONS

1.1 Term Extension. Pursuant to Section 8, Paragraph B, both parties agree to extend the AGREEMENT for an additional three (3) years term beginning on February 1, 2008 and expiring January 31, 2011.

1.2 Revision to Insurance Requirements. Section 7 "INSURANCE" is hereby deleted and replaced with the following:

7. INSURANCE

7.1. Insurance Requirements of SCHOOL.

a. The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and SVNA&H against liability arising from or incident to the use and operation of the AGENCY by the SCHOOL’s students and naming the AGENCY as an additional insured.

b. Coverage under such insurance shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
c. The SCHOOL shall also maintain and provide evidence of workers' compensation and disability coverage as required by law. In the event SCHOOL does not carry workers' compensation insurance on the students, SCHOOL shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than $10,000.

d. The SCHOOL shall provide the AGENCY with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the AGENCY of the cancellation of such insurance. The SCHOOL shall promptly notify the AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

7.2 Insurance Requirements of AGENCY.

a. AGENCY shall procure and maintain in full force during the term of this Agreement, at its sole cost and expense, professional liability for its employees and general liability coverage.

b. The liability limits for each type of coverage shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate.

c. AGENCY shall also maintain and provide evidence of workers' compensation for its employees as required by law.

d. AGENCY shall provide the SCHOOL with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the SCHOOL of any cancellation, reduction, or other material change in the amount or scope coverage required hereunder.

1.3 Section 9.C. is hereby deleted and replaced with the following:

Arbitration. The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties.

2. GENERAL PROVISIONS

2.1 Amendments. No purported amendment of this Extension Amendment, or waiver, discharge or termination of any obligation under it, shall be enforceable or
admissible unless, and only to the extent, expressly set forth in a writing signed by the parties.

2.2 **Governing Law.** This Extension Amendment shall be governed by and construed and enforced in accordance with the laws of the State of California.

2.3 ** Entire Agreement.** This Extension Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof.

2.4 **Counterparts.** This Extension Amendment may be executed in multiple counterparts, and counterpart signature pages may be assembled to form a single, fully executed document.

2.5 **Conflicting Provisions.** If there is any conflict or inconsistency between this Extension Amendment and the AGREEMENT, the provisions of this Extension Amendment shall control and govern.

Except as otherwise amended by this Extension Amendment, all of the terms and conditions of the Agreement will remain the same and in full force and effect.

By their signatures below, each of the parties represents that they have the authority to execute this Amendment and do hereby bind the party on whose behalf their execution is made.

"AGENCY"

SUTTER VISITING NURSE ASSOCIATION AND HOSPICE, a California nonprofit public benefit corporation

Dated: __________________________  By: __________________________

Gregg Davis, CFO

"SCHOOL"

MARIN COMMUNITY COLLEGE DISTRICT

Dated: __________________________  By: __________________________

Print: __________________________  Title: __________________________
AGENCY EXPERIENCE AGREEMENT

This Agreement is between Sutter VNA & Hospice, a California not-for-profit corporation (hereafter "AGENCY") located in Emeryville, California, and Marin Community College District (hereafter "SCHOOL") located in Marin County, California, and is effective as of February 1, 2005.

RECEITALS

A. AGENCY owns and operates home health and hospice agencies (collectively referred to as "Facilities").

B. SCHOOL is an accredited California community college district located in Marin County, California. SCHOOL desires its students to obtain practical experience at AGENCY's Facilities through participation in an agency program for SCHOOL's nursing students ("Program").

C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL's Program use such Facilities for their agency based experience. Agency based experience refers to both clinical and non-clinical student experiences.

D. To the extent required by law, AGENCY retains ultimate responsibility for patient care and services.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

   A. Both parties before the beginning of the training shall agree upon the period of time for each student's agency experience.

   B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

   A. Student Profile. SCHOOL shall complete and send to AGENCY a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned agency experience. AGENCY shall regard this information as confidential, and shall use it only as a source of identification for the student.

   B. Schedule of Assignments. SCHOOL shall notify the AGENCY of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of agency experience prior to the planned agency experience.
C. **Program Coordinator.** *SCHOOL* shall designate a faculty member to coordinate with a designee of *AGENCY* in the planning of the Program to be provided students.

D. **Records.** *SCHOOL* shall maintain all personnel and academic records of the students.

E. **Rules and Regulations.** *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *AGENCY*.

F. **Supervision.** *SCHOOL* shall supervise all instruction and clinical/non-clinical experiences for students given at the *AGENCY* except when students are under the supervision of an *AGENCY* preceptor or other *AGENCY* personnel.

G. **Health Policy.** *SCHOOL* shall provide *AGENCY*, prior to a student’s arrival at the *AGENCY*, with proof of immunizations consistent with *AGENCY* employee health policy and, to the extent permitted by law, notify the *AGENCY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *AGENCY* would be placed at risk if treated by a particular student, *AGENCY* reserves the right to refuse to allow such student to participate in experiences at *AGENCY*.

H. **Student Responsibilities.** *SCHOOL* shall notify the students that they are responsible for:

1) Following the clinical and administrative policies, procedures, rules and regulations of *AGENCY*.

2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.

3) Arranging for and assuming the cost of their own health insurance.

4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.

5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the agency experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

6) Following dress code of the *AGENCY* and wearing name badges identifying themselves as students.

7) Attending an orientation of *AGENCY* facilities provided by their instructors. Instructors, preceptors and precepted students shall receive an orientation from the *AGENCY*. 

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*Maris CCD Agreement*  2
8) Providing services to the AGENCY’s patients under the direct supervision of a faculty provided by SCHOOL or AGENCY-provided preceptors.

9) Notifying AGENCY immediately of any violation of federal or State laws at the AGENCY.

I. Payroll Taxes and Withholdings. SCHOOL shall be solely responsible for any payroll taxes, withholdings, workers’ compensation and any other insurance or benefits of any kind for students, employees, and agents of SCHOOL providing services under this Agreement. SCHOOL shall defend, indemnify, and hold AGENCY harmless from all liability and responsibilities therefor.

J. Background Review. Once each academic year before a student is permitted to participate in clinical or non-clinical experience at AGENCY’s Facilities, SCHOOL shall submit student information to Corporate Screening, or other mutually agreeable agency, to obtain a felony criminal conviction record and a sanction search of the Department of Health and Human Services, Office of Inspector General, to determine whether the student has been barred, excluded or otherwise declared ineligible for federal program participation. The felony criminal conviction record shall be based upon a review of public records in the student’s county or counties of residence in the past seven (7) years, as disclosed by student, or a shorter period if agreed upon in advance by the parties. If the background review procedures reveal that a student has either been convicted of a felony or is ineligible for federal program participation, SCHOOL shall notify AGENCY. Upon receipt of notice AGENCY shall determine whether the student meets AGENCY’ security standards and so advise SCHOOL in writing within five (5) weekdays thereafter. If the background review procedures do not reveal any felony convictions or ineligibility for federal program participation, student shall be deemed to have met AGENCY security standards.

3. AGENCY’S RESPONSIBILITIES

A. Experience. AGENCY shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, and shall provide these students with supervised and appropriate agency experience.

B. AGENCY Responsibility. AGENCY shall retain ultimate responsibility for patient care and services. AGENCY shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.

C. Accreditation. Upon request, AGENCY shall permit the appropriate accreditation agency to make site visits to the facility to verify the instructional and clinical/non-clinical experience of the SCHOOL’s students.

D. AGENCY Designee. AGENCY shall designate a member of AGENCY’s staff to participate with the designee of SCHOOL in planning, implementing and coordinating the training Program.
E. **Records and Evaluations.** AGENCY shall maintain complete records and reports on each student’s performance, and shall provide an evaluation to the SCHOOL upon request by the SCHOOL.

F. **Access to Facilities.** AGENCY shall permit students enrolled in the Program access to AGENCY facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of AGENCY. Facilities include space for clinical conferences and access to AGENCY’s Medical Library.

G. **Withdrawal of Students.** AGENCY may request SCHOOL to withdraw from the Program any student whom AGENCY determines is not performing satisfactorily, or who refuses to follow AGENCY’s administrative policies, procedures, rules and/or regulations, or violates federal or State laws. Such request must be in writing and must include a statement as to the reason(s) why AGENCY desires to have the student withdrawn. SCHOOL shall comply with this request promptly, and at the most within five (5) days of receipt of same. AGENCY reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

H. **Emergency Health Care/First Aid.** AGENCY shall, on any day when student is receiving training at its Facilities, provide to student necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, AGENCY shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

I. **Training Capacity.** Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by AGENCY. Students shall perform services for patients only when under the supervision of a qualified professional.

J. **Supervision.** In situations of single preceptorships/internships, AGENCY shall assume daily supervision of student.

4. **NON-DISCRIMINATION**

The parties agree that all students participating in clinical and non-clinical agency experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

5. **STATUS OF SCHOOL AND AGENCY**

It is expressly agreed and understood by SCHOOL and AGENCY that students under this Program are in attendance for educational purposes, and such students are not
considered employees of AGENCY for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

A. SCHOOL agrees to indemnify, defend and hold harmless AGENCY and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from SCHOOL's, or its officers', employees', or agents' negligent acts or omissions in the performance of this Agreement.

B. AGENCY agrees to indemnify, defend and hold harmless SCHOOL, its Board of Trustees, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the AGENCY, its agents or its employees.

7. INSURANCE

A. The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability for faculty and students and general liability insurance coverage.

B. The liability limits for each type of coverage shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate.

C. The SCHOOL shall also maintain and provide evidence of workers' compensation coverage as required by law. In the event SCHOOL does not carry workers' compensation insurance on the students, SCHOOL shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than $10,000.

D. The SCHOOL shall provide AGENCY with a certificate of insurance evidencing the insurance coverage required under this section, naming AGENCY as an additional insured, and providing for not less than thirty (30) days written notice to the AGENCY of the cancellation of such insurance. The SCHOOL shall promptly notify the AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.

B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to
renew, and the other party’s agreeing to such a renewal prior to the expiration of
the then current term of the Agreement.

C. Termination.

1) Mutual Agreement. This Agreement may be terminated at any time upon the
written concurrence of the parties.

2) Without Cause. This Agreement may be terminated without cause with 30
days prior written notice by either party. Such termination shall not take
effect, however, with regard to students already enrolled until such time as
those students have completed their training for the school semester during
which such termination notice is given, unless such completion would cause an
undue financial hardship on the AGENCY or the unit in which student is
assigned ceases to operate.

9. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement
of the parties without additional consideration, provided that before any amendment
shall become effective, it shall be reduced to writing and signed by the parties.
Notwithstanding the foregoing, should any provision of this Agreement be in
conflict with a governing State or federal law, it shall be deemed amended
accordingly.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or
otherwise transfer this Agreement without the other party’s prior written consent.
Any purported assignment in violation of this Section shall be null and void. This
Agreement shall inure to the benefit of and be binding upon the parties hereto, and
their successors and assigns, except as otherwise provided in this Agreement.

C. Arbitration. The parties agree to meet and confer to resolve any dispute arising out
of the interpretation or performance of this agreement. If such dispute cannot be
resolved, the parties shall submit the matter to a mediator selected by the parties. If
the parties cannot agree upon a mediator, or if the dispute cannot be resolved
following mediation, the dispute shall be submitted to binding arbitration according
to the procedures for arbitration of the Judicial Arbitration and Mediation Service
(JAMS) or such other organization as the parties mutually agree. The arbitration
shall take place in the county where AGENCY is located.

D. Attorney’s Fees. In the event that any action, including arbitration, is brought by
either party to enforce or interpret the terms of this Agreement, the prevailing party
in such action shall be entitled to its costs and reasonable attorney’s fees, in
addition to such other relief as the court or arbitrator may deem appropriate.

E. Captions. Any captions to or headings of the articles, sections, subsections,
paragraphs, or subparagraphs of this Agreement are solely for the convenience of
the parties, are not a part of this Agreement, and shall not be used for the
interpretation or determination of validity of this Agreement or any provision
hereof.
F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

G. **Entire Agreement.** This Agreement is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

H. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control or either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

I. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the **AGENCY:**
   Sutter VNA & Hospice
   Attention: Contracts Manager
   1900 Powell Street, Suite 300
   Emeryville, CA 94608

2. Notice to the **SCHOOL:**
   Marin Community College District
   Attention: Dr. Michael Beebee, Vice President Business Services
   835 College Avenue
   Kentfield, CA 94904

K. **Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

L. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable under applicable law, that portion shall be severed and the remainder of this Agreement shall be effective and binding upon the parties.
M. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

N. **Compliance with Law and Regulatory Agencies.** AGENCY and SCHOOL shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the AGENCY; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from Agency. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; bylaws and rules and regulations, and policies and procedures of AGENCY, its Medical Staff and Medical Staff departments; and the rules regarding services provided to patients covered by Medicare and/or Medi-Cal.

O. **No Referrals.** Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.

P. **No Third Party Beneficiaries.** Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

Q. **Confidentiality.** All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of AGENCY. SCHOOL shall warrant to AGENCY that each student has received appropriate training in the student's duty to maintain the confidentiality of patient and AGENCY proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"), and the California Confidentiality of Medical Information Act. AGENCY reserves the right to provide appropriate confidentiality training to the students, and to designate the students as members of AGENCY's workforce, as defined by HIPAA. No AGENCY patient information may be disclosed to or shared with SCHOOL or its employees or agents during the course of the Program unless AGENCY has received express written patient authorization. AGENCY shall reasonably assist SCHOOL in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students shall only use de-identified information (as defined by HIPAA) in any discussion with SCHOOL, its employees and agents.
10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

AGENCY
By: 
Title: 
Date: 8/10

SCHOOL
By: A.J. Hammers
Title: Vice President, College Operations
Date: 7/18/05
To: Board of Trustees  Date: January 15, 2008
From: Superintendent/President  Item & File No. C.12J
Subject: Sabbatical Leave Recommendations

Reason for Board Consideration:  Enclosure(s):
Information and Approval 
Vice President’s Report;
Sabbatical Leave Committee Recommendation

BACKGROUND:

The Board of Trustees reviews and has final approval authority for each individual sabbatical application (UPM/District agreement 5.6.8.4). Six applications were received, and the Sabbatical Leave Committee has recommended that all six be granted. This number is within the percentage contained in the UPM/District Collective Bargaining Agreement: (UPM/District agreement 5.6.5).

The UPM/District agreement states, “The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and the Board with such recommendations for changes as the Vice President requires to reconcile the recommendations with the educational and financial requirements of the District.”

Two enclosures include the Sabbatical Leave Committee’s letter of recommendation to the Vice President of Student Learning and the Vice President’s analysis and recommendation to the Superintendent/President and Board.

Sabbatical leave recommendations for 2008/2009:

- Sandy Boyd: 1 semester (Sp 2009) for independent study and travel, including study or research
- Jamie Deneris: 1 year split (Spring 2009 and Spring 2010) for independent study and travel, including study or research
- Don Foss: 1 year split (Spring 2009 and Spring 2010) for independent study and travel, including study or research
- John Hinds: 1 semester (Fall 2008) for independent study
- Patricia O’Keefe: 1 year (2008-2009) for independent study
- Fred Schmitt: 1 year (2008-2009) for independent study and travel, including study or research

Fiscal Impact: The replacement cost is estimated at $31,920/semester/leave (using Column 3, Step 7 of current faculty salary schedule) for each instructor is replaced by a fulltime temporary replacement; total replacement cost is estimated at up to $319,200. The cost could be more or less, depending on how and if the instructor is replaced while on sabbatical and when and if any changes are made to the salary schedule.

- Fall 2008: replacement cost = $95,760
- Spring 2009: replacement cost = $159,600
- Spring 2010 replacement cost = $63,840

Upon approval of the recommendations, the applicants will be notified of the Board’s decision, along with any changes that have been approved.
RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the sabbatical leave applications with changes recommended by the supervising vice president as outlined in the vice president’s report.

Administrator Initiating Item
Anita Martínez, Vice President of Student Learning
Sabbatical Leave Recommendations
January 2008
Prepared by Anita Martinez, Vice President of Student Learning

The Sabbatical Leave Committee on November 29, 2007 submitted its recommendations for sabbatical leave approval as described in the following provision of the collective bargaining agreement between the United Professors of Marin and the District. The Committee’s recommendations are attached to this report, including a recommendation that all six sabbatical applications be approved.

5.6.8.1 A Sabbatical Leave Committee shall be composed of four (4) unit members selected by UPM and one (1) manager selected by the Superintendent/President. Each member shall have one (1) vote. A majority vote (3 votes) will be required to pass sabbatical leave requests. A quorum shall consist of three (3) committee members.

5.6.8.2 Applications for sabbaticals shall be submitted by October 15 in the year preceding the fiscal year in which the sabbatical is applied for. The Sabbatical Leave Committee shall submit all qualified sabbatical proposals to the supervising Vice President by December 15 in each year, and each application must be approved or disapproved by the MCCD Governing Board ("Board") no later than the last Board meeting in January. If application(s) is disapproved, the applicant shall be informed in writing within ten (10) working days of the reason(s) for disapproval. The Board shall not review additional sabbatical leave proposals in that contract year. If a unit member decides, for any reason, not to take a sabbatical leave approved by the Board, their leave is forfeited. However, should the unit member apply for a future sabbatical leave, the forfeited leave shall not count in the calculations determining future eligibility. Forfeited leaves shall be awarded to the next highest ranked unit member from the Governing Board's approved list.

The following provisions of the collective bargaining agreement between the United Professors of Marin and the District describe the process the supervising vice president is to follow in submitting recommendations for sabbatical leave approval:

5.6.8.3 The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and the Board with such recommendations for changes as the Vice President requires to reconcile the recommendations with the educational and financial requirements of the District.

5.6.8.4 The final approval for each individual sabbatical, with said approval based upon the criteria listed in this Article, shall rest with the Board.

All applicants are eligible for sabbatical leave. Based on Section 5.6.7.1, I submit the following recommendations for the consideration and approval of the Board of Trustees. The comments section includes my analysis, based on the documentation received, and recommendations for changes required to reconcile the recommendations with the educational and financial requirements of the District, especially as related to the value of the leave to the District and the individual.

5.6.7.1 Value of leave to the District, to the students of the District, and to the individual. Value of leave to the District and students is evaluated in terms of the applicant's proposed contribution to classroom teaching, leadership, curriculum development, teaching methods, or other related activities.
Please note that all applications received are for independent study or independent study and travel, as described in the collective bargaining agreement:

**5.6.1.2 Independent Study.** An Independent Study leave is one during which time the unit member pursues a program of study, research and/or experience. This program must be related to the present or prospective service of the unit member.

**5.6.1.3 Travel.** Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit as detailed an itinerary of their program as possible with a statement of the objectives of the plan.

**Sandy Boyd,** requesting approval of 1 semester (Sp 2009) for independent study and travel, including study or research

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<th>Purpose(s)</th>
<th>Proposed Product(s)</th>
<th>VP's comments</th>
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<tbody>
<tr>
<td>Update and increase knowledge in field (Administration of Justice)</td>
<td>Updated knowledge</td>
<td>Of value to individual by contributing to her knowledge of current practices in a field related to her present or prospective service</td>
<td>Recommend review and possible revision of Admin of Justice courses based on what is learned during sabbatical. Recommend linking with consortium of colleges and secondary programs in the region building the public safety pathway in the North Bay to enhance College of Marin's Administration of Justice program with new learning.</td>
</tr>
<tr>
<td>Research and develop 1 new Administration of Justice course: Domestic Terrorism</td>
<td>New course in domestic terrorism</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities</td>
<td>Recommend course proposal be submitted at the end of the sabbatical (end of Spring 2009).</td>
</tr>
<tr>
<td>Conduct Study of future of police leadership</td>
<td>Study conducted with members of the FBI National Academy in Quantico, VA.</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities</td>
<td>Recommend review and revision of specific courses (e.g., AJ 110 Introduction to Administration of Justice and AJ 118 Community and Human Relations) to update based on study findings and neighboring programs.</td>
</tr>
<tr>
<td>Co-edit monograph on Police Leadership</td>
<td>Monograph</td>
<td>Of value to individual by contributing to her knowledge</td>
<td>Recommend copy of monograph be placed in the Library.</td>
</tr>
<tr>
<td>Attend and participate in meetings</td>
<td>Knowledge exchanged at meetings</td>
<td>Of value to individual by contributing to her knowledge</td>
<td>Recommend that findings be shared with other COM faculty and staff, including COM Police.</td>
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**Jamie Deneris**, requesting approval of 1 year split (Spring 2009 and Spring 2010) for independent study and travel, including study or research

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<th><strong>Purpose(s)</strong></th>
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<tr>
<td>Design two 8-10 hour field trips Pt Reyes National Seashore and Great Basin National Park; one will be a stand-alone weekend course in credit and/or noncredit</td>
<td>Design for 2 field trips</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities. Could not find course numbers for all the courses named in the proposal</td>
<td>Recommend development of course outline(s) for proposed stand-alone course in credit and noncredit; Recommend review of other listed courses (BIOL 115, BIOL 240 (<em>General Microbiology</em>), <em>Microbial Ecology</em>, <em>Ecology of Infectious Diseases</em>, BIOL 242 (<em>Geology and Biology of the Basin and Range and the Colorado Plateau</em>) for possible revision if the field trip element is missing.</td>
</tr>
<tr>
<td>Publish field guides for the trips listed above, including descriptions, photos and global information coordinates</td>
<td>2 published field guides to be made available to the general public and to interested Com instructors</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities. Value to students in research and publication opportunities although not clear how student involvement will be achieved while instructor is on sabbatical</td>
<td>Recommend submission of field guides in both print and electronic versions. Recommend specifies on student involvement be detailed and specific so logistics, costs, and other factors may be worked out.</td>
</tr>
<tr>
<td>Read several general books, complete a comprehensive literature review; review scientific publications</td>
<td>Knowledge and information to stay up-to-date in field and to design the field trips</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities. Of value to the individual in staying up-to-date in field. Bibliography is in the original proposal</td>
<td>Recommend updating and sharing the bibliography if warranted.</td>
</tr>
<tr>
<td>Run the Point Reyes field trip for any interested COM employees</td>
<td>Study opportunity for COM employees</td>
<td>Contributes to other related activities.</td>
<td>Recommend research into how to fund this field trip and submission of such research as appropriate.</td>
</tr>
</tbody>
</table>
**Don Foss**, requesting approval of 1 year split (Spring 2009 and Spring 2010) for independent study and travel, including study or research

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<tr>
<td>Review research papers and use understanding of productive teaching strategies to produce a geography lab manual and study guide</td>
<td>Geography lab manual and study guide</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities. Manual will be reproduced and available to students through the Bookstore.</td>
<td><strong>Recommend</strong> manual be property of College of Marin; <strong>recommend</strong> that both print and an electronic version be made available, the latter for ease of revision and updating and re-printing. <strong>Recommend</strong> review of GEOL 101 and GEOL 101L to see if either course should be revised as result of research findings.</td>
</tr>
<tr>
<td>Sort, transfer, repair and identify storage for maps, minerals, rocks, and ancillary scientific equipment at IVC</td>
<td>Clean up and maintenance of IVC geology equipment and supplies</td>
<td>Contributes to other related activities in support of geology instruction and student learning</td>
<td><strong>Recommend</strong> submission of a proposed timeline for activities so that timely facilities planning (e.g., for moving, storage, disposition, etc.) may occur.</td>
</tr>
<tr>
<td>Complete a road log of the geology and geography of Wheeler Peak, Great Basin National Park</td>
<td>Road log of geology and geography of Wheeler Peak</td>
<td>Related to the applicant’s field of work and present and prospective service; could contribute to field course instruction and student learning.</td>
<td><strong>Recommend</strong> sharing road log with other faculty, especially those teaching related field courses. <strong>Recommend</strong> making copy of load log available in the Library or other appropriate COM locations.</td>
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<tr>
<td>Review current methods of evaluation of student learning objectives and outcomes for students participating in online instruction; develop standards to measure the effectiveness of online education</td>
<td>Enhanced ability to create and evaluate material for online courses</td>
<td>Of value to individual by contributing to his knowledge; could contribute to teaching, curriculum development, or other related activities</td>
<td><strong>Recommend</strong> that the two specific courses being adapted to be offered in an online format be identified, revised, and approved, including student learning objectives and outcomes. <strong>Recommend</strong> that specifics for sharing research findings be submitted to the ad hoc work group on distance education.</td>
</tr>
<tr>
<td>Test research findings through presentation of two distance learning courses: CIS and Astronomy</td>
<td>Research to be shared with department and College</td>
<td>Not clear that instructor satisfies minimum qualifications for instruction in Astronomy</td>
<td><strong>Recommend</strong> that two specific courses be identified and that the courses be those for which the instructor clearly possesses MQs. If MQs are not met but instructor is still interested in writing to Astronomy, instructor may choose to use sabbatical leave to meet Astronomy MQ.</td>
</tr>
<tr>
<td>Acquire documentation to confirm possession of minimum qualifications (MQs) to teach Astronomy</td>
<td>Documentation of MQs to teach astronomy course</td>
<td>Of value to individual in a field related to his prospective service</td>
<td><strong>Recommend</strong> that if the instructor intends to participate in formal study to acquire documentation of MQs, he provide specifics as to the course of study and modify proposal to include “formal study.”</td>
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Patricia O’Keefe, requesting approval of 1 year (2008-2009) for independent study

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<tr>
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<tr>
<td>Study best practices in master class instruction and apply to public speaking classes</td>
<td>Identification of learning principles and best practice in master class instruction; Adapt them to speech courses to improve student learning outcomes</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities.</td>
<td>Recommend identifying specific Speech courses to which the principles could be applied. Recommend review of specific Speech course outlines and possible revision to included identified SLOs.</td>
</tr>
<tr>
<td>Literature review of Performing Arts and Dressage</td>
<td>Knowledge and contribution to general theory of master class instruction</td>
<td>Of value to individual by contributing to her knowledge of general theory of master class instruction</td>
<td>Recommend broaden literature review to include Communication Arts and/or Public Speaking.</td>
</tr>
<tr>
<td>Site visits to master classes in dressage</td>
<td>Observation of master classes and general information from master teachers and student novices</td>
<td>Of value to individual by contributing to her knowledge of general theory of master class instruction</td>
<td>Recommend seeking out observation opportunities of master classes in Communication Arts and/or Public Speaking.</td>
</tr>
<tr>
<td>Surveys and Findings</td>
<td>Survey USFD and CDS master teachers; Application of observed techniques (principles and practices) to COM classes; submit articles to dressage publications and to professional organization publications; create master class experience for COM students; share findings with COM instructors</td>
<td>Contributes to other related activities such as applying different teaching and learning methods.</td>
<td>Recommend focus of submission be to professional organizations. Recommend identification of specific classes in speech and other disciplines that could utilize this methodology. Recommend submission of specifics on sharing findings with other instructors.</td>
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</tbody>
</table>
Fred Schmitt, requesting approval of 1 year (2008-2009) for independent study and travel, including study or research:

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<tr>
<td>Study of software that promises to facilitate and enhance student learning of math</td>
<td>Modules that use &quot;Mathematica&quot; and &quot;Maple&quot; to be integrated into mathematics curriculum or lab components</td>
<td>Could contribute to classroom teaching, curriculum development, or other related activities; of value to individual in a field related to his prospective service</td>
<td>Recommend that prior to sabbatical and in consultation with the Math Department, specific math courses or lab components be identified. If the Math Department faculty do not find that the proposed purpose and product are appropriate, this part of the sabbatical leave proposal must be deleted and replaced with another. Recommend review of applicable math course outlines for possible revision and inclusion of the modules. Recommend submission and acceptance of math modules.</td>
</tr>
<tr>
<td>Travel to professional meetings</td>
<td>Access to reports and discussions on curriculum</td>
<td>Of value to individual in a field related to his prospective service</td>
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<tr>
<td>Attendance at math/computer science/electrical engineering seminars</td>
<td>Knowledge of current developments in field and mentor contacts</td>
<td>Of value to individual in a field related to his prospective service</td>
<td>Recommend focus be related to program review findings for computer science with a second focus on possible instruction in math.</td>
</tr>
<tr>
<td>Reading books</td>
<td>Knowledge of math software</td>
<td>Of value to individual in a field related to his prospective service</td>
<td>Recommend submission of updated bibliography.</td>
</tr>
</tbody>
</table>
BACKGROUND:

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

ANALYSIS:

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

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

Board Policy 4230 Grading and Academic Record Symbols was approved by College Council at its December 6, 2007 and submitted to the Board of Trustees for first reading and review at the December 11, 2007 Board of Trustees meeting.

FISCAL ANALYSIS:

No fiscal impact for the District.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve revised Board Policy 4230 Grading and Academic Record Symbols.
BP 4230  GRADING AND ACADEMIC RECORD SYMBOLS

Reference:
  Title 5 Section 55023

Courses shall be graded using the grading system established by Title 5.

The grading system shall be published in the District catalog and made available to students.

The grading system shall include the "plus" and minus" designations in combination with letter grades, except that C minus shall not be used.

The grading system shall include the "FW" grade for unofficial withdrawal.

MARIN COMMUNITY COLLEGE DISTRICT

BOARD POLICY

CLASS ATTENDANCE (EC §4500)

4.0008

———Students shall attend regularly. Failure to do so may lead to (a) loss of credit, (b) failing/W grades, or (c) cancellation of course registration.

———The Superintendent/President shall ensure that College of Marin complies with State and Federal minimum standards dealing with certifying student attendance.

Adopted:—— Board of Trustees
February 24, 1982

Revised: Board of Trustees
February 12, 1985

Revised: Board of Trustees
January 14, 1992

NOTE: The red type signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in this policy has been revised to reflect the CC League's Update #13 distributed on September 21, 2007. The language struck through in black type is current College of Marin Policy 4.0008 titled Class Attendance adopted on 2/24/82 and revised on 2/12/85 and 1/14/92. BP 4230 replaces BP 4.0008.

Date Adopted:
(Replaces current College of Marin Policy 4.0008)
**BOARD AGENDA ITEM**

<table>
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<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 15, 2008</th>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.L</td>
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<tr>
<td>Subject:</td>
<td>ACADEMIC CALENDAR 2008-2009</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
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<td>Academic Calendar: 2008-2009</td>
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**BACKGROUND:**

Attached for the Board’s information is the Academic Calendar for 2008-2009 as agreed upon by the UPM and District.

**RECOMMENDATION:**

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

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

#### 2008

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#### 2009

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#### Calendar Legend:
- **Gray** - Flex activity (mandatory and independent)
- **Yellow** - Instructional days
- **Purple** - Final exam days
- **Blue** - Holidays (campus closed)
- **Green** - Non-instructional days (campus open)
- **Pink** - Schedulable for Saturday classes

- Fall convocation: August 15
- Spring Convocation: January 16
- Holidays: Labor day Sept 1, Veteran's day Nov 10, Thanksgiving, Nov 27-29, Winter Break Dec 22-Jan 1, MLK Jan 19; Pres Days Feb 13-16, Spr Break Apr 6-11, Mem day - May 25
## 2008 - 2009 ACADEMIC CALENDAR

<table>
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<tr>
<th></th>
<th>Weeks (including finals and flex)</th>
<th>Instructional days</th>
<th>Finals days</th>
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<tr>
<td>FALL</td>
<td>16.5</td>
<td>81 (includes 5 Saturdays)</td>
<td>5</td>
<td>4</td>
<td>90</td>
<td>16 (including 5 part of regular semester)</td>
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<td>SPRING</td>
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<td>77</td>
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<td>3</td>
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<td>159</td>
<td>10</td>
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### Summer School 2009

- 6/15 – First Day of Summer School
- 7/3 (and 7/4) – Independence Day Holiday
- 7/25 – Last Day of Summer School
- 7/28 – Grades Due for Summer 2009
To: Board of Trustees

From: Superintendent/President

Date: January 15, 2008

Subject: Ground Lease with County of Marin for Marin County Sheriff Department Substation

Reason for Board Consideration: APPROVAL

Enclosure(s): Lease

BACKGROUND:

The Marin County Sheriff's Department currently operates a substation that is located at the Kentfield Fire Department on Sir Francis Drake Boulevard. The Kentfield Fire Department is renovating their facility and will not be including space for the substation.

Administration has agreed to allow the Marin County Sheriff's Department to locate their substation at the College of Marin, by installing a portable building in parking lot 6 adjacent to Temporary Building One where College Campus Police are currently located.

A ground lease was developed by School & College Legal Services and provided to the County of Marin for review. The lease term is effective February 1, 2008 for five years, with the option to extend up to ten additional years in one to five-year increments. The initial rent for the first year is $1,000 per month. The rent will increase annually by the greater of either three percent (3%) or the Consumer Price Index (CPI), not to exceed five percent (5%) in any year. The lease also allows for four designated parking spaces and eight non-dedicated parking spaces.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the ground lease with County of Marin for the Marin County Sheriff Department substation.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees  Date: January 15, 2008
From: Superintendent/President Item & File No. C.13.B
Subject: Network Cabling Services for IVC
Reason for Board Consideration: APPROVAL

BACKGROUND:

Beginning in the Spring semester, classes, labs and student activities have been scheduled in the Miwok Cluster and the Library at IVC. The Library will house a career center and open labs serving all programs offered at IVC. Classrooms in Miwok are scheduled for instruction, including the expanded transfer classes, computer assisted instruction and assessment. This cabling will bring the classrooms and career center to the standards required for internet access for instruction, labs, and on-line assessments. All computer equipment and furnishings necessary to fully equip these spaces have been purchased with Career Technical Education funds and TechPrep Regional Consortium grants.

IVC instructional technology staff identified specific network access locations in Miwok 14, Miwok 16 and the Library. IT staff provided requirements and conducted a walkthrough with a representative of Walker Communications, Inc. College of Marin has previously contracted with Walker Communications for cable installation and has been pleased with the result. Walker Communications has been awarded a contract under the California Multiple Award Schedule for cable materials and installation services (#3-02-70-1848A). Walker Communications responded with quote 8177 for materials and services totaling $34,884.14, which is within the price range estimated by IT staff for this project. Walker Communications also provided a price schedule for any additions or deletions that may be identified during the installation.

Funding for this project is provided by the Bay Area Regional Tech Prep Consortium (BARTPC) grant and the General fund.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve expenditure of $34,884.14 to Walker Communications, Inc. under CMAS contract #3-02-70-1848A for the installation of network cabling at IVC.

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: January 15, 2008

Item & File No. C.13.C

Subject: Authorization to Sign on Behalf of Governing Board

Reason for Board Consideration: 

Enclosure(s): 

APPROVAL

Resolutions

BACKGROUND:

The Marin County Office of Education (MCOE) requires that the College Board of Trustees approve resolutions granting signature authorization on behalf of the governing board for orders or documents that MCOE monitors for the College of Marin.

The attached Resolutions grant signature authorization to the two new Accountants, Leslie Barker and Kathleen Gabri.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees adopt the attached resolutions numbered 1/15/08 C.13.C(1) through C.13.C(2) granting authorization to sign on behalf of the governing board.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
RESOLUTION 1/15/08 C.13.C (1)
of the Governing Board of the
Marin Community College District School/College District
County of Marin, State of California

AUTHORIZATION TO SIGN ON BEHALF OF THE GOVERNING BOARD

Kentfield, California

January 15, 2008

Leslie Barker
Accountant

IS AUTHORIZED TO SIGN THE FOLLOWING ON BEHALF OF THE BOARD:

Cash Receipt / Disbursement Authorization
Endorsement Checks ............................................................. X
Journal Vouchers Requests ................................................... X
Loan Request - Tax Anticipation Note (TAN) ................................ X
Payroll Order Certification ..................................................... X
Request for Hand Warrant ......................................................
Vendor Payment Certification ................................................. X

Attendance Reporting
Attendance Certifications ..................................................... N/A
Request for Inter-district Attendance Permit ......................... N/A

State and Federal Reporting
Applications for K-3 Class Size Reduction Operations ............. N/A
Certification of IDEA Funds (Resource 3310) ......................... N/A
Deferred Maintenance Certification ....................................... N/A
Independent Auditor Selection Form .......................... N/A
K-12 Revenue Limit Certifications .................................. N/A
Morgan-Hart Class Size Reduction Program Application (J10) .... N/A
Reduction to Categorical Program Funding Basic Aid Districts .... N/A
Report of Enrollment for K-3 Class Size Reduction Program (J7) .. N/A
Salary and Benefit Schedule (J90) .................................. N/A

Other (Please Specify) .......................................................... N/A

Signed by a majority of trustees (Original signatures required on all copies):

Distribution:
1 Copy - School District
1 Copy - Marin County Superintendent of Schools

GASHERING95/Form04540SC.doc modRef 6,6,5Gigs.doc
RESOLUTION 11/5/08 C. 13. C(2)
of the Governing Board of the

Marin Community College District School/College District
County of Marin, State of California

AUTHORIZATION TO SIGN ON BEHALF OF THE GOVERNING BOARD

Kentfield, California

January 15, 2008

Pursuant to the provisions of Education Code Section 42630 to 42633 (School Districts) and 85230 to 85233
(Community College Districts) and other legal provisions, the members of the governing board of the above-named
school/college district hereby authorize the officer or employee whose name and signature appear below to sign
orders and other documents on behalf of the governing board of said school/college district during the period
10/8/07 - 6/30/08 (not to exceed one fiscal year), subject to further board action limiting or extending this
authority and notification to the County Superintendent and the County Auditor of such action.

Kathleen Gabri
Name (Typed)
Accountant

Title

Signature

Please Indicate "Yes" or "No"

Cash Receipt / Disbursement Authorization

Endorsement Checks
Journal Vouchers Requests
Loan Request—Tax Anticipation Note (TAN)
Payroll Order Certification
Request for Hand Warrant
Vendor Payment Certification

Attendance Reporting

Attendance Certifications
Request for Inter-district Attendance Permit

State and Federal Reporting

Applications for K-3 Class Size Reduction Operations
Certification of IDEA Funds. (Resource 3310)
Deferred Maintenance Certification
Independent Auditor Selection Form
K-12 Revenue Limit Certifications
Morgan-Hart Class Size Reduction Program Application (J10)
Reduction to Categorical program Funding Basic Aid Districts
Report of Enrollment for K-3 Class Size Reduction Program (J7)
Salary and Benefit Schedule (J90)

Other (Please Specify)

Signed by a majority of trustees (Original signatures required on all copies):

______________________________  ________________________________  ________________________________

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Distribution:
1 Copy - School District
1 Copy - Marin County Superintendent of Schools
DASCHER\forms\FORMS5.doc modified 5/6/05 by.doc
# BOARD AGENDA ITEM

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<tr>
<th>To:</th>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>January 15, 2008</td>
</tr>
<tr>
<td>Subject:</td>
<td>Reject Claim – Todd McCleary</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
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## BACKGROUND:

The District has received a claim from Todd McCleary for damage to personal property during College of Marin Basketball game.

The District’s insurance administrator, Keenan & Associates, has recommended that the District reject the claim.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees reject the claim from Todd McCleary and refer the claim for handling to the District’s insurance administrator.

---

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

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<td>From:</td>
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<td>Item &amp; File No. C.13.E</td>
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<tr>
<td>Subject:</td>
<td>Reject Claim – Margarita Mazaracki</td>
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<td>Reason for Board Consideration:</td>
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<td>Enclosure(s):</td>
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**BACKGROUND:**

The District has received a claim on behalf of Margarita Mazaracki for injuries sustained in a trip and fall incident on the Indian Valley Campus.

The District’s insurance administrator, Keenan & Associates, has recommended that the District reject the claim.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees reject the claim made on behalf of Margarita Mazaracki and refer the claim for handling to the District’s insurance administrator.

Administrator Initiating Item

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

The Circle Drive Parking Lot on the Kentfield Campus is in serious need of pavement repair, as well as repair of the pathways that run along the lot and ADA curb cut upgrades. There are numerous areas around campus that require surface repair; however, with the Fine and Performing Arts events as well as the upcoming commencement in Spring 2008, it is felt that repair to this parking lot should receive priority.

The estimated cost to repair the lot is approximately $100,000 from General Funds.

Staff will be contracting with CSW/Stuber-Stroeh Engineering Group Inc. for design and drawings for this project.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to request bids for the repairs of the Circle Drive Parking Lot on the Kentfield Campus.

Administrator Initiating Item

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

This Memorandum of Understanding (MOU) is submitted to the Board for approval. It was submitted for information to the Board December 11, 2007. No changes have been made to the MOU since the December 11, 2007 submission. This MOU has been reviewed by legal counsel.

This MOU is between the Board of Trustees, College of Marin(COM), and The Regents of the University of California (“University”), University of California Cooperative Extension (UCCE), Marin County. The Marin Master Gardeners (MMGs) are volunteers in the UCCE Master Gardener Program (MGP), which is recognized as a formal educational/extension program of the University. The “MOU” is for the purpose of clarifying the role of both parties regarding the collaborative activities undertaken by MMG and COM to sustain the educational and community activities of both entities.

It is anticipated that through this collaboration, the College of Marin’s Environmental Landscape Program will benefit significantly from the volunteer participation of Marin Master Gardeners supporting student projects such as the Greenhouse and Center for Sustainable Horticulture.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding as submitted.

Administrator Initiating Item  Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
Memorandum of Understanding
Between
Marin Community College District
and
University of California

This Memorandum of Understanding ("MOU") is between the Marin Community College District ("District") and the The Regents of the University of California ("University"), Marin County Cooperative Extension.

I. Recitals

A. District offers an Environmental Landscaping Program ("Program") that will be expanded to the District's Indian Valley Campus ("IVC") in Novato, California. The Program includes a facility to be known as the "Greenhouse," which is expected to be completed in approximately March, 2008, and which will serve as the site for student projects.

B. The University, through the University of California Cooperative Extension ("UCCE") offers a Master Gardener Program ("MGP"). Students enrolled in the MGP, who are known as the "Marin Master Gardeners" ("MMG"), are required to complete course-related work in the community.

C. From time-to-time District requires knowledgeable persons to provide services to support and maintain student projects which, beginning in approximately June, 2008, will include the Greenhouse at IVC on a year-round basis.

D. University requires facilities for an office and classroom for its UCCE - MGP classes and appropriate opportunities for MMG to perform course-related work in the community.

E. By this MOU the parties intend to define their respective contributions to meet their interest in mutually supporting the Program and MGP.

II. District Contributions

A. District agrees to permit University to use the following facilities:

1. Room 210 (including access to kitchen) in Bldg 16 for office space, storage and MGP class preparation.

2. Rooms 214 and 215 in Building 16 at IVC on Thursdays between 7:00 a.m. to 5:00 p.m. for UCCE - MGP classes/trainings/meetings, public seminars, annual meetings, and retreats.
3. Upon written advance agreement, University may use Rooms 214 and 215 on other dates and times for UCCE – MGP related matters.

B. District agrees to permit University to use “column space” at IVC and to include information regarding MGP events, seminars, and classes in District’s flyers and schedules. University agrees to submit proposed postings and information to District for review and approval within timelines determined by District in its reasonable discretion.

C. District agrees to provide guest parking permits for UCCE – MGP instructors, class speakers, and currently enrolled MGP students who shall all be subject to District’s parking policies and regulations.

D. District agrees to post a sign on Building 16 which shall include recognition of UCCE as a partner in the District’s “Marin Center for Sustainable Horticulture”.

E. District will identify the location of the rooms used by UCCE on IVC maps.

F. District will permit University, at University’s expense, to identify MGP projects with signs or markers at the IVC. The signs or markers and location on IVC shall be subject to District’s prior written approval.

G. District shall provide to University reasonable access to internet connection and use of telephone service for local calls. University’s use of internet connection shall not interfere or impede District’s use of the same. University agrees not to make any modifications or adjustments to District’s internet or telephone service without District’s advance written approval.

III. University Contributions

A. University will encourage participation in District’s horticultural programming via announcements in UCCE newsletters and at UCCE meetings.

B. Each year University will staff a table at two District educational events, which shall be identified by mutual agreement of the parties, to conduct demonstrations and inform interested persons about the University’s MGP and District’s Program.

C. University will encourage MMG volunteer participation in student projects related to District’s horticultural program (e.g. Greenhouse) on a schedule that is mutually agreeable to District.
D. In material announcing MMG events (including training) at IVC, University will include credit to the District as follows: “In cooperation with the College of Marin....”

E. University will provide all furniture, phones, computers and other equipment and materials University requires for Rooms 210 and 215.

IV. Term

This MOU commences on January 16, 2008, and shall continue month-after-month unless terminated as permitted below.

V. Termination

This MOU may be terminated as follows:

   A. By mutual agreement of the parties, or

   B. By either party upon sixty (60) days written notice to the other party.

On or before the effective date of termination, University shall remove all of its furniture, phones, computers, equipment, and other materials from the facilities and shall leave the facilities in the same condition as they were in upon the commencement of the term, normal wear and tear excepted.

VI. Indemnification

The Regents of the University of California shall defend, indemnify and hold the District, its governing board, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Memorandum of Understanding, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents of the University of the California, its officers, agents, or employees.

The District shall defend, indemnify and hold The Regents of the University of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Memorandum of Understanding, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.
VII. Non-Discrimination

All parties agree, in accordance with District and University policy and applicable State and Federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). In accordance with applicable law, each party shall be an affirmative action/equal opportunity employer.

VIII. Notices

Any notice required or permitted to be given under this MOU shall be in writing and shall be delivered personally or by U.S. mail, postage prepaid, to each party at the address specified below:

To District:                        Albert Harrison, V.P. of Operations
                                      College of Marin, Indian Valley Campus
                                      1800 Ignacio Blvd.
                                      Novato, CA 94949

To University:                     Ellen Rilla, Marin County Director
                                      UC Cooperative Extension
                                      1682 Novato Boulevard, Suite 150B
                                      Novato, CA 94947

Notice shall be deemed given upon personal delivery or two business days after placed in the U.S. mail, postage prepaid and properly addressed.

IX. Modification

This MOU may be modified or amended only by mutual written agreement of the parties.

X. Dispute Resolution

Should any disagreement between the parties arise out of this MOU, the parties through University’s Marin County Director of UCCE and District’s Dean of Work Force Development/College and Community Partnerships, or their designees, shall meet and attempt to resolve the disagreement before commencing legal action.
MARIN COMMUNITY COLLEGE DISTRICT

Date

Name/Title

UNIVERSITY OF CALIFORNIA

Date

Richard B. Strandiford, Ph.D., Associate V.P.
University of California Agriculture and Natural Resources

Kimberly A. Rodrigues, Regional Director
North Coast Mountain Region, UCCE

Ellen Rilla, County Director
UCCE Marin County
**BOARD AGENDA ITEM**

<table>
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<th>Board of Trustees</th>
<th>Date:</th>
<th>January 15, 2008</th>
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<td>Approval of Revised Bond Spending Plan</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
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**ACTION APPROVAL**

Revised Bond Spending Plan

**BACKGROUND:**

On October 10, 2006 the Board approved a preliminary bond spending plan for its $249.5 million bond program in order to allow the District to begin work on the Environmental Impact Reports and start programming/design for six projects. Final approval of the bond spending plan was included in the Board’s November 7, 2007 approval of the bond program’s Final Environmental Impact Reports.

Recognizing the need to further adjust the spending plan from time to time to accommodate changes to the program, a revision to the bond spending plan was presented in an afternoon workshop today, including:

- Consolidation of swing space budgets for better management / accountability (no net fiscal impact)
- Revised building foundation for IVC Main Building, necessitated by ground conditions and requiring additional funds, authorized by Board on July 17, 2007 (to be funded from projects with excess funds outstanding)
- Inclusion of solar thermal panels at Diamond PE Complex, requiring additional funds, authorized by Board on October 9, 2007 (to be funded from projects with excess funds outstanding)
- Addition of restrooms on all floors of new Fine Arts Building, requiring additional funds, requested by constituents (to be funded by scope reduction in Performing Arts project)

**FISCAL IMPACT:**

The total budget for the bond program remains at $264.5 million ($249.5 m bond plus $15 m projected interest).

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the January 2008 Revised Bond Spending Plan so that projects may continue in compliance with current Board directives.

---

1 Another revision to the bond spending plan to fund necessary hardscape repairs will be brought to the Board at a future date when a funding source has been identified.
## Marin Community College District
### Revised Bond Spending Plan
*Prepared by V-Anne Chernock, Director of Modernization
Proposed for January 2008*

<table>
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<tr>
<th>Program Budgets</th>
<th>Aproved Plan Adjusted Sep-07</th>
<th>Proposed Adjustments Jan-08</th>
<th>Proposed New Plan Jan-08</th>
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<td>ERP (technology program)</td>
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<td>Reserves</td>
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**Projects Approved by Board 10/06**

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<td>$69,540,000</td>
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<tr>
<td>KTD Arts Complex - Fine Arts Building</td>
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<td>KTD Arts Complex - PA Building modernization</td>
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<td>IVC Transportation Complex (incl. machine metals)</td>
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**Projects w/ Approval Pending**

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<tr>
<th>Project Description</th>
<th>Amount</th>
<th>Adjustments Jan-08</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD Gateway Complex (Admin, Humanities, CC)</td>
<td>$17,500,000</td>
<td>$-</td>
<td>$17,500,000</td>
</tr>
</tbody>
</table>

### Infrastructure Budgets

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
<th>Adjustments Jan-08</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD Demolition</td>
<td>$900,000</td>
<td>$-</td>
<td>$900,000</td>
</tr>
<tr>
<td>KTD Tree Removal</td>
<td>$500,000</td>
<td>($840)</td>
<td>$499,160</td>
</tr>
<tr>
<td>KTD West Campus Bridge</td>
<td>$2,000,000</td>
<td>$-</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>KTD Geothermal Field</td>
<td>$8,900,000</td>
<td>(1,000,000)</td>
<td>$7,900,000</td>
</tr>
<tr>
<td>KTD Larkspur Annex</td>
<td>$1,200,000</td>
<td>(100,000)</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>KTD Additional Site Development</td>
<td>$7,621,000</td>
<td>$-</td>
<td>$7,621,000</td>
</tr>
<tr>
<td>IVC Bridge and Pathways</td>
<td>$1,300,000</td>
<td>$-</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>IVC Fire Mitigation</td>
<td>$800,000</td>
<td>($30,000)</td>
<td>$770,000</td>
</tr>
<tr>
<td>IVC Gas Main Replacement</td>
<td>$600,000</td>
<td>($66,143)</td>
<td>$533,857</td>
</tr>
<tr>
<td>IVC Creek Erosion</td>
<td>$1,800,000</td>
<td>$-</td>
<td>$1,800,000</td>
</tr>
<tr>
<td>IVC Storm Drain</td>
<td>$500,000</td>
<td>($150,572)</td>
<td>$349,428</td>
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<tr>
<td>IVC Tree Removal</td>
<td>$100,000</td>
<td>($26,576)</td>
<td>$73,424</td>
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<tr>
<td>IVC Geothermal</td>
<td>$1,500,000</td>
<td>$-</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>IVC Parking, Bioswale</td>
<td>$1,000,000</td>
<td>$-</td>
<td>$1,000,000</td>
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<tr>
<td>IVC Power Plants</td>
<td>$2,800,000</td>
<td>$-</td>
<td>$2,800,000</td>
</tr>
</tbody>
</table>

**KTD Swing Space**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
<th>Adjustments Jan-08</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,639,000</td>
<td>(1,639,000)</td>
<td>$-</td>
<td>-</td>
</tr>
</tbody>
</table>

**IVC Swing Space**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
<th>Adjustments Jan-08</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,100,000</td>
<td>(2,100,000)</td>
<td>$-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Consolidated Swing Space**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
<th>Adjustments Jan-08</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$-</td>
<td>$3,739,000</td>
<td>$-</td>
<td>$3,739,000</td>
</tr>
</tbody>
</table>

| Total                                               | $264,500,000 | $264,500,000       |
| Bond Funds                                           | $249,500,000 | $249,500,000       |
| Interest earned to date                             | $8,100,000   | $8,100,000         |
| Projected additional interest                        | $6,900,000   | $6,900,000         |
# BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td></td>
<td>Item &amp; File No. C.13.H.2</td>
</tr>
<tr>
<td>Subject:</td>
<td>Approve Prequalification Package</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>Questionnaire &amp; Score Sheet</td>
</tr>
</tbody>
</table>

## BACKGROUND:

On December 11, 2007 the proposed Contractor Pre-Qualification Process Questionnaire and Score Sheet were presented to the Board of Trustees as an information item for review and future action. The entire package is presented herein for approval for use on any or all of the following building projects:

- **Kentfield Campus**
  - PE Complex Alterations
  - Performing Arts Modernization
  - New Fine Arts Building
  - Science-Math-Central Plant Complex
  - Gateway Complex

- **Indian Valley Campus**
  - Main Building Complex
  - Transportation Technology Complex

The contractor prequalification process is summarized as follows:

To start the prequalification process, an advertisement notifying potential bidders of the opportunity to apply will be run in the Daily Pacific Builder. B licensed contractors will be asked to complete and submit the proposed Prequalification Questionnaire package in accordance with the requirements in the advertisement.

Submittals received by the advertised due date and time will be reviewed for completeness and scored according to the proposed scoring sheet and the prequalification questionnaire’s criteria. The scores for each contractor will be tallied and those submitters with passing totals for each scored section will be deemed ‘Prequalified.’ Others will be deemed ‘Not Prequalified.’ Any submittal received after the advertised due date and time will be returned to the submitter unopened. This is the same manner in which the public bidding process is executed. The ‘Prequalified’ status is good for one year.

Following Board approval of the package, the District will begin the advertising process.

## FISCAL IMPACT:

None

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Contractor Prequalification package for use on any or all of the projects listed above.

---

**Administrator Initiating Item**

V-Anne Chernock
Director of Modernization

**Administrator Approving Item**

Albert J. Harrison II
Vice President, College Operations
NOTICE IS HEREBY GIVEN that the Marin Community College District (the District) of Kentfield CA., acting through its Governing Board, hereinafter the District, is seeking to prequalify B licensed contractors who wish to compete for the award of various construction contracts. The District anticipates to bid and award construction this contract utilizing traditional lump sum/low bid. General Contractors are strongly encouraged to participate in this pre-qualification effort. The District anticipates that the following project will be bid.

College of Marin Kentfield Campus OR Indian Valley Campus (choose one)

- Project Name
  Project Budget $ ___ million
  Approximate total square footage = _____

  Project Scope:

  

The Project is located at the District's _____ Campus, _____________, _____________, CA ______. The contractors that prequalify through this process will be eligible to bid on this project only. It is anticipated that this project will be bid within three months of the establishment of a pre-qualified pool of bidders. In the event that the bidding of this project is delayed, the list of contractors determined prequalified to bid this project will remain in effect for approximately 12 months.

Prequalification submittals must be marked clearly on the envelope with your firm name and "Prequalification for B Licensed Contractors (name of project) _____________," and filed with Swinerton Management & Consulting, the District's Capital Improvement Program Manager, at College of Marin, 835 College Ave, Building MS-3, Kentfield, CA 94904 (mailing address – PO Box 144003, Kentfield, CA 94914 no later than ________).

Procurement of prequalification documents: Prequalification submittals will be received only from B Licensed Contractors who have completed the District's prequalification questionnaire, available at http://www.marin.edu 'Measure C Updates' page or by contacting Elizabeth Bornstein of Swinerton Management & Consulting, Inc. at (415) 884-3139.

Mandatory Prequalification Conference: A prequalification conference is scheduled for _____________. This meeting is mandatory. Interested parties are to meet at the College of Marin, Kentfield Campus (at a designated location) at 835 College Ave, Kentfield, CA 94904. Interested parties are advised to arrive early. Please see maps on the college's website at www.marin.edu. Anyone arriving more than 15 minutes after the start of the conference will not be allowed to participate. On-time attendance is encouraged.

Requirements for Prequalification: The District's evaluation is solely for the purpose of determining
which contractors are deemed responsible and qualified. Prequalification of bidders will be reviewed and
determined by the District based upon the submitted Prequalification application and any other information
available to the District. The District may request a contractor submit additional information pertinent to the
Application. The District also reserves the right to investigate other available sources in addition to any
documents or information submitted by the Contractor.

The District retains the sole discretion to determine issues of compliance and to determine whether a
bidder is responsive and responsible. The District will determine a contractor’s quality, fitness and capacity
to perform this project satisfactorily. The District’s decision on Prequalification will be based on the
affirmation of several factors including but not limited to the following:

REQUIRED CONTENTS OF PREQUALIFICATION PACKAGE SUBMISSION
1. Transmittal Letter
2. Table of Contents
3. Completed Prequalification Questionnaire (Attachment A)
   PART A: Acknowledgement and Release
   PART B: Contact Information
   PART C: Contractor’s License
   PART D: Safety, Prevailing Wage, Disputes and Bonds
   PART E: Experience of Contractor (Recent Projects)
   PART F: Financial Information
   PART G: Insurance Information
   PART H: Litigation and Arbitration History
   PART I: Declaration

A contractor may be deemed not pre-qualified for failing to meet the District’s criteria, and a contractor may
be automatically not pre-qualified for any one of the following:
1. Omission of requested information
2. Falsification of information
3. Lack of required valid contractor’s license
4. Lack of bondability
5. Lack of insurability
6. Lack of Declaration under penalty of perjury of Application by a duly authorized officer of the firm.
7. Lack of experience in constructing comparable projects

Contract Requirements: Contractors are advised that the contractor qualified and selected for the project
as the lowest responsible prequalified bidder shall be subject to and must fully comply with all of the
requirements of the bidding documents including but not limited to the provision of a Payment Bond and a
Performance Bond. The bonds shall be in the form of surety bonds issued by a corporation licensed in the
State of California and satisfactory to both the District and its agents. Sureties must be California State
registered Class “A” Sureties. In accordance with provisions of Public Contract Code Section 22300,
substitution of eligible and equivalent securities for any monies withheld to ensure performance under this
contract will be permitted at the request and expense of the Contractor.

Prevailing Wage Requirements: Contractors are further informed that they will be subject to and must
comply with all of the requirements under the California Labor Code to pay the general prevailing rate of

Marin Community College District
Project Name ___________________ & # ___________  Revised
Project Specific Prequalification
November 15, 2007
per diem wages and for holiday and overtime work to all workers employed by the contractor. Copies of prevailing rates of per diem wages are available from the Department of Industrial Relations, State of California (http://www.dir.ca.gov/dISR/statistics_research.html).

**Labor Compliance Program:** This project may be required to conform to a Labor Compliance Program in accordance with the requirements of the Department of Industrial Relations, State of California.

**Final Determination:** Contractors will be advised of their pre-qualification status within approximately [__] days after receipt of pre-qualification submittals. If a contractor disagrees with the determination regarding their pre-qualification status, a written request for a hearing is required within [__] days from the receipt of the notice. Written requests are to be submitted to V-Anne Chernock, Director of Modernization, 835 College Ave, Kentfield, CA 94904. The decision made by the Director of Modernization is final and may not be appealed any further.

**Confidentiality:** Responses to the Prequalification application and questionnaire and any financial information submitted for Prequalification evaluation are not public records and not open to public inspection. The District will maintain the confidentiality of these records to the extent permitted by law. In the event a third party requests these confidential records, the District will notify the affected contractor, and it shall be the contractor's responsibility to defend the District in any action to compel disclosure of the contractor's confidential information.

The Marin Community College District is an equal opportunity employer.

------------------------Vice President
Board of Trustees
Marin County Community College District

**Published Date:** -----------
REQUIRED CONTENTS OF PREQUALIFICATION PACKAGE SUBMISSION

1. **Transmittal Letter.** The Transmittal Letter, page one of the submittal, shall name the contractor, its legal structure (i.e., wholly owned subsidiary, corporation, partnership, proprietorship, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify each and every partner and/or member of the joint venture and their roles and responsibilities.

2. **Table of Contents.** Create and insert a table of contents, after the transmittal letter, listing all of the documents included in your submittal. *Your submittal should not exceed 25 total pages.*

3. **Completed Questionnaire.** Bidder shall include a completed (Prequalification Questionnaire) in the form attached to these instructions (Attachment "A"). Bidder shall make sure its answers to the Questionnaire correctly and completely describe itself. Add supplementary information if necessary, if you believe that such information would benefit the Bidder in receiving a positive result of this Pre-Qualification process. Questionnaire includes the following:
   a. **Acknowledgement and Release**
   b. **Contact Information**
   c. **Contractor’s License** – List all California contractor licenses that are held by the firm
   d. **Safety, Prevailing Wage, Disputes and Bonds**
      i. **Capability to Provide Required Performance and Payment Bonds.** Bidder shall include a letter from a corporate surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A IX or better that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in the bid documents (Construction Performance Bond) and (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein.
   e. **Experience of Contractor (Recent Projects)** – A minimum of three past projects comparable to the scope of work identified for this project is required. A firm’s inability to demonstrate prior experience on a minimum of three comparable projects may result in a determination of not pre-qualified to bid this project.
   f. **Financial Information**
   g. **Insurance Information** - The District will utilize the SEWUP OCIP (Owner Contracted Insurance Program) Program administered by Keenan & Associates. Pre-qualified bidders and the firm (and its subcontractors) awarded a contract for construction will be required to conform to the requirements of the OCIP Program. The OCIP program will provide coverage as follows:
      i. **General Liability:** Up to $5,000,000/occurrence and $10,000,000 Annual Aggregate. Deductible is $250,000/occurrence and will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.
      ii. **Worker’s Compensation:** Project limits will conform to statutory requirements with Employer’s Liability of $1,000,000 occurrence/aggregate. Deductible is $250,000/occurrence and will be paid by the party or parties responsible for
the loss or damage and will not be reimbursed by the OCIP Insurance Program.

iii. Contractor’s Pollution Liability: $25,000,000 occurrence/program aggregate. Deductible is $10,000/occurrence and will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

iv. Builder’s Risk “Course of Construction” Insurance: Limit is based on the project value, and includes coverage for flood, earthquake and soft costs. Deductibles are $10,000 - $25,000/occurrence and will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

v. Any other insurance coverages (e.g., automobile, mold/fungi, offsite fabrication) required by the contractor, and not mentioned above will be provided by the contractor.

vi. Contractor furnished Comprehensive Automobile Liability, covering all owned, non-owned, and hired vehicles.

1. Insurance coverage amount(s) shall be no less than: $2,000,000 combined single limit.

h. Litigation and Arbitration History

i. Signed Declaration by the Prospective Contractor

GENERAL CONDITIONS

A. General Conditions for Content. The Prequalification Package submitted by the firm shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the prequalification package meet District’s requirement. To this end, the prequalification package should be as specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

B. Acknowledgement and Release. By signature and date on the Acknowledgement and Release (of this document), prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the District (or District’s designated representative) any and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Pre-Qualified and awarded a contract by the District.

a. A photocopy of this page (with the bidder’s signature and date) shall be deemed as valid as an original document with the bidder’s original signature.

b. This Acknowledgement and Release shall remain in effect until such time as the bidder, in writing, requests that the District cease any attempt to evaluate himself/herself/themselves as potential Pre-Qualified bidder for construction work on the campuses of the Marin Community College District.

C. Reserved Right. The District reserves the right, for the sole purpose of evaluating a potential Pre-Qualification candidate (bidder), to make other inquiries as permitted by law.
ATTACHMENT “A” – Prequalification Questionnaire

Bidders shall complete the entire Prequalification Questionnaire and submit it in accordance with Instructions provided by the District. Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

PART A: ACKNOWLEDGEMENT AND RELEASE
By signature and date on this page (of this document), prospective bidder authorizes any financial institution, financial reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the District (or District’s designated representative) and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Pre-Qualified and awarded a contract by the District.

A photocopy of this page (with the bidder’s signature and date) shall be deemed as valid as an original document with the bidder’s original signature.

This Acknowledgement and Release shall remain in effect until such time as the bidder, in writing, requests that the District cease any attempt to evaluate himself/herself/themselves as potential Pre-Qualified bidder for construction work on the campuses of the Marin Community College District.

Name of Firm: ________________________________________________

Authorized Firm Signature: ____________________________________

Printed Name and Title: _________________________________________

Date: _________________________________________________________

PART B: CONTACT INFORMATION

Firm/Contractor Name: __________________________________________

Business Address: ______________________________________________

Telephone: ___________________________ Fax: _______________________

Email: _________________________________________________________

Type of Firm: Corporation: ______ Proprietorship: ______ Partnership: ______

Joint Venture: ____ Other (please describe): _______________________

Marin Community College District
Project Name _______ & # __________
Project Specific Prequalification

Revised
November 15, 2007
PART C: CONTRACTOR’S LICENSE
1. The Firm/Contractor must be licensed in the State of California. Name of license holder on file with the California State License Board: ____________________________
   License Classification & Number(s): ____________________________ Expiration Date(s): ______
   Number of years license has been issued under firm name: ___________________

2. Within the past five years, has the firm been subject to disciplinary action by the California State License Board? YES □ NO □ If yes, provide details of each action on attached page.

3. Have any officers or principals of the firm ever had their contractor’s license suspended or revoked for any reason? YES □ NO □ If yes, please explain on attached page.

PART D: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS
1. Has there been an inquiry or charge by the U.S. or California Department of Labor, Division of Industrial Relations against your firm within the past five (5) years?
   YES □ NO □ If yes, attach description of inquiry or charge and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

2. Does your firm have any outstanding judgments, demands or liens resulting from violations of the California Labor Code, California Business and Professions Code or State Licensing laws?
   YES □ NO □ If yes, attach description of outstanding judgment(s), demand or lien and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

3. Is your firm currently under investigation by any Federal or state agency for failing to comply with Federal or state laws, including but not limited to the California Labor Code, California Business and Professions Code or State Licensing laws?
   YES □ NO □ If yes, attach description of investigation and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

4. Has your firm been cited for OSHA violations within the past five (5) years?
   YES □ NO □ If yes, attach description of violation and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

5. Does Bidder have home office safety representative(s) who regularly visit/audit the job site?
   YES □ NO □
   Name and title of person: ____________________________
6. Please attach a copy of your firm's EMR verification for the State of California or from your insurance company.

7. Do you employ properly registered apprentices upon Public Works projects, in accordance with California Code of Regulations Title 8, Division 1, Chapter 2, Subchapter 1, Article 10, Section 230.1 (authority cited: Labor Code Sections 1777.5, 1777.6, 1777.7)?

________________________________________________________________________

If not, please explain how you comply with applicable Labor Code requirements:

________________________________________________________________________

________________________________________________________________________

8. In accordance with the California Labor Code, a certified copy of all employees' payroll records shall be made available upon request. Have you provided certified payrolls on a minimum of 1 construction project within the last two (2) years?

YES ☐  NO ☐  If yes, please complete the following:

Project Name: ___________________________________________________________

Name of Awarding Agency: _______________________________________________

Total Certified Payroll: _________________________________________________

Contact Person (name and telephone number): _____________________________

PREVAILING WAGE PROVISIONS

9. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.

YES ☐  NO ☐  If yes, attach description of violation and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.
BONDING INFORMATION
Prospective General Contractors desiring to be prequalified are informed that they will be subject to and must fully comply with all Bid conditions including providing 100% payment and 100% performance bonds. Prospective Contractors shall submit the below form, signed by representative of surety and notarized. If firm has used current surety for less than five (5) years, list surety(ies) previously used and indicate number of years used to demonstrate five (5) complete years of surety history.

10. Is it true that the surety has not paid out any monies for the construction activities of the prospective General Contractor whatsoever within the last five (5) years?
YES ☐ NO ☐ If answer is no, explain on attached additional sheets.

11. How long has the Prospective Contractor been with this surety?
   
   Number of Years: __________________________

12. Surety Declaration:
   Provide this Declaration to your surety(ies) for completion. Do not have the surety submit this information directly to the College. Please include as part of your submittal.

   The undersigned declares that the prospective general contractor is able to abide by the bonding requirements indicated above.

   __________________________ (County), __________________________, (State) on ____________ (Date).

   __________________________
   (Signature)

   __________________________
   (Name and Title - Printed or Typed)

   __________________________
   (Representing [Insurance Company Name])

   __________________________
   (Firm Name)

   __________________________
   (Address) (City, State, Zip Code)

   __________________________
   Telephone Number) (Facsimile Number) (Email Address)

(ATTACH NOTARIZATION OF SURETY REPRESENTATIVE'S SIGNATURE)
PART E: EXPERIENCE OF CONTRACTOR

The unique nature of the various Projects requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Recent Projects. List three recent projects completed for an Educational or Public entity in the past five years and indicate who were the Contractor's Project Manager and Superintendent. The projects will be similar in size and scope to the PE Complex Modernization project. Failure to submit three comparable projects may result in a determination of "not prequalified" to bid this project. If a separate sheet is used, it must contain all of the following information:

1. Project Name: ________________________________
   
   Location: ________________________________
   
   Owner: ________________________________
   
   Owner Contact (name and phone): ________________________________
   
   Architect/Engineer: ________________________________
   
   Architect/Engineer Contact (name / phone number): ________________________________
   
   Owner's Const. Mgr. or Project Mgr. (name / phone number): ________________________________
   
   Contractor's Project Manager (name): ________________________________
   
   Contractor's Superintendent (name): ________________________________
   
   Description of Project, Scope of Work Performed: ________________________________

   ________________________________

   Total Construction Cost: ________________________________
   
   Total Change Order Amount: ________________________________
   
   Original Scheduled Date of Completion: ________________________________
   
   Time Extensions Granted (number of Days): ________________________________
   
   Actual Date of Completion: ________________________________
   
   Number of Stop Notices filed by Subcontractors or Suppliers: ________________________________
2. Project Name: ________________________________

Location: ________________________________

Owner: ________________________________

Owner Contact (name and phone): ________________________________

Architect/Engineer: ________________________________

Architect/Engineer Contact (name / phone number): ________________________________

Owner's Const. Mgr. or Project Mgr. (name / phone number): ________________________________

Contractor's Project Manager (name): ________________________________

Contractor's Superintendent (name): ________________________________

Description of Project, Scope of Work Performed: ________________________________

________________________________________________________________________

Total Construction Cost: ________________________________

Total Change Order Amount: ________________________________

Original Scheduled Date of Completion: ________________________________

Time Extensions Granted (number of Days): ________________________________

Actual Date of Completion: ________________________________

Number of Stop Notices filed by Subcontractors or Suppliers: ________________________________

Marin Community College District
Project Name ____________________________
& # ____________________________
Project Specific Prequalification

Revised
November 15, 2007
3. Project Name: __________________________________________________________

Location: ______________________________________________________________

Owner: _________________________________________________________________

Owner Contact (name and phone): _________________________________________

Architect/Engineer: ______________________________________________________

Architect/Engineer Contact (name / phone number): __________________________

Owner's Const. Mgr. or Project Mgr. (name / phone number): _________________

Contractor's Project Manager (name): ______________________________________

Contractor's Superintendent (name): _______________________________________

Description of Project, Scope of Work Performed: ____________________________

_____________________________________________________________________

_____________________________________________________________________

Total Construction Cost: _________________________________________________

Total Change Order Amount: _____________________________________________

Original Scheduled Date of Completion: _________________________________

Time Extensions Granted (number of Days): ________________________________

Actual Date of Completion: _____________________________________________

Number of Stop Notices filed by Subcontractors or Suppliers: _________________
PART F: FINANCIAL INFORMATION

1. What were the contractor's annual revenues for the complete previous year?
   Over $10 million ☐  Under $10 Million ☐  (check one only)

2. Has Bidder ever reorganized or sought any other type of protection under the protection of bankruptcy laws?
   YES ☐  NO ☐  If yes, please state when ________________

3. Identify at least one banking institution where Bidder does business:

   Name of Institution: ____________________________________________

   Address: _____________________________________________________

   Contact person/Phone number _________________________________

   Number of years with this institution: _____________________________

   Optional Information (not required)

   Type(s) of accounts: __________________________________________

   Average monthly balance: _____________________________________

   Credit limit: _________________________________________________

   Security required for credit/credit increase: ________________________

PART G: INSURANCE INFORMATION

1. If Bidder has had their insurance carrier for less than 5 years, please provide additional information below for balance of the last 3 years:

   Agency Name: ________________________________________________

   Contact Name: _______________________________________________

   Phone Number: _______________________________________________

   Carrier: _____________________________________________________

   A.M. Best Rating: ____________________________________________

2. Has Bidder ever had insurance terminated by a carrier?
   YES ☐  NO ☐  If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.
Insurance Declaration:

The undersigned declares that the insurance limits indicated above are true and correct and that this declaration was executed in

__________________________________ (County), ____________________________________________, (State) on __________ (Date).

__________________________________ (Signature)

__________________________________ (Name and Title - Printed or Typed)

__________________________________ (Representing [Insurance Company Name])

__________________________________ (Firm Name)

__________________________________ (Address) _____________________________________________ (City, State, Zip Code)

Telephone Number) ___________ (Facsimile Number) ___________ (Email Address)

(ATTACH NOTARIZATION OF INSURER REPRESENTATIVE'S SIGNATURE)
PART H: LITIGATION AND ARBITRATION HISTORY

List all projects within the last ten (10) years in which claims were made against your firm, or claims you made against an Owner, resulting in litigation, arbitration, mediation or settlement (attach additional sheets, if necessary). Separately list all CURRENT AND/OR PENDING disputes:

- Pursued via mediations, arbitration, or litigation
- Initiated within the last ten (10) years
- In which additional compensation is sought
- Where alleged breach of contract is alleged
- Indemnity is sought
- Between your firm (or any principal of your firm) and any Owner

If none, indicate “none.” Do not leave blank.

Project Name: __________________________________________________________

Project Address: _______________________________________________________

Dated Completed: __________________________

Initial Contract Value (bid award): ________________________________

Final Contract Value: ________________________________

Amount of Claim: ________________________________

Brief overview of the claim and final resolution: ________________________________

_________________________________________________

_________________________________________________

Please attach additional pages if necessary.
PART I: DECLARATION by Prospective General Contractor

The undersigned declares under penalty of perjury under the laws of the State of California that all of the Prequalification information submitted with this application is true and correct and a duly authorized officer of the Firm executed this Declaration at __________________________, California.

Dated: ________________

__________________________________________
Firm Name

__________________________________________
Signature

__________________________________________
Title
### Prequalification Application Score Sheet

**Contractor:** ____________________________  **Date:** __________

<table>
<thead>
<tr>
<th>Item #</th>
<th>Possible Points</th>
<th>Answer or Designation</th>
<th>Points Earned</th>
<th>Section Pass/Fail</th>
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<td><strong>PART C - CONTRACTOR'S LICENSE</strong></td>
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<td>Untruthful answer. Note issue. Stop review &amp; enter</td>
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<th>Section Pass/Fail</th>
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<td><strong>PART D - SAFETY, PREVAILING WAGE, DISPUTES AND BONDS</strong></td>
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<td>Fail *&quot;Fail&quot; for this section</td>
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<td>Question # 2</td>
<td>5</td>
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<td>Untruthful answer. Note issue. Stop review &amp; enter</td>
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<td>Fail *&quot;Fail&quot; for this section</td>
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<td>Question # 3</td>
<td>5</td>
<td>No</td>
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<td>0</td>
<td>Yes</td>
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<td>Untruthful answer. Note issue. Stop review &amp; enter</td>
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<td>Fail *&quot;Fail&quot; for this section</td>
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## Prequalification Application Score Sheet

**Contractor:**

**Date:**

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<th>Section Pass/Fail</th>
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<tr>
<td><strong>Question # 4</strong></td>
<td></td>
<td><strong>Company Revenue under $10M annually</strong>&lt;br&gt;5 No or up to 1 instance&lt;br&gt;3 Yes up to 2 instances&lt;br&gt;0 More than 2 instances&lt;br&gt;Untruthful answer.&lt;br&gt;Note issue. Stop review &amp; enter&lt;br&gt;Fail &quot;Fail&quot; for this section</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Company Revenue over $10M annually</strong>&lt;br&gt;5 No or 3 instances&lt;br&gt;3 Yes to 5 instances&lt;br&gt;0 More than 5 instances&lt;br&gt;Untruthful answer.&lt;br&gt;Note issue. Stop review &amp; enter&lt;br&gt;Fail &quot;Fail&quot; for this section</td>
<td></td>
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<tr>
<td><strong>Question # 5</strong></td>
<td>5 Yes&lt;br&gt;0 No</td>
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**Total:**

Circle one:

- 25 Maximum points
- 20 Points Passing

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</table>
| **PART D - SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**
Question # 7 | 5 Yes<br>0 No |               |               |               |
| Question # 8 | 5 Yes<br>0 No |               |               |               |
| **Question # 9** | **Company Revenue under $10M annually**<br>5 No or Yes up to 2 instances<br>3 Yes up to 3 instances<br>0 More than 3 instances |               |               |
# Prequalification Application Score Sheet

**Contractor:** ____________  
**Date:** ____________

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<th>Answer or Designation</th>
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<td><strong>Company Revenue over $10M annually</strong></td>
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<tr>
<td>5</td>
<td>No or Yes up to 4 instances</td>
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<tr>
<td>3</td>
<td>Yes up to 6 instances</td>
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<tr>
<td>0</td>
<td>Over 6 instances</td>
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<tr>
<td>3</td>
<td>No 1-2 Instances</td>
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<td>Question # 11</td>
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<td>No Change Orders over 10%</td>
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<td>No Change Orders over 10%</td>
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<td>Yes, over 3 years ago</td>
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<td>Yes, within 3 years</td>
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<td>A 9 or better</td>
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<td>A- 8 or better</td>
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<td>0</td>
<td>less than A-</td>
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## Prequalification Application Score Sheet

**Contractor:** ____________________________  **Date:** ____________________________

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<td>Company Revenue under $10M/annually</td>
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<td>Owner Against Company (within past 5 years)</td>
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<td>No or Yes 1 instance</td>
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<td>Yes up to 2 instances</td>
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<td>Company Against Owner (Exclude non payment)</td>
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<td>No or Yes 1 instance</td>
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<td>0</td>
<td>More than 2 instances</td>
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<td>Company Revenue over $10M/annually Owner Against Company (within past 5 years)</td>
<td>5</td>
<td>No or Yes 3 instances</td>
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<td>Yes up to 5 instances</td>
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<td>Company Against Owner (Exclude non payment)</td>
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<td>No or Yes 3 instances</td>
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<td>More than 5 instances</td>
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**Total:** ____________________________  **Circle one**  

10 Maximum points  
8 Points Passing

**Prequalified Yes / No**  
(Must pass each section)  

**YES**  **NO**
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 15, 2008
Item & File No. C.13.H.3
Subject: Transportation Tech Relocation – Project (#850H) 
Authorize Bidding

Reason for Board Consideration: APPROVAL
Enclosure(s): None

BACKGROUND:

During the modernization of the Transportation Tech Complex Project (402A) the occupants must be moved into temporary space. The Transportation Tech Relocation Project (850H) requires design and construction services which include pad construction, installation of a temporary building, plumbing, data and electrical connections and interior finishes for the temporary space.

At this time the District recommends that the Board of Trustees authorize bidding for the Transportation Tech Relocation Project (850H).

FISCAL IMPACT:

The swing space budget for the Transportation Tech Relocation Project (850H) is $ 500,000. The project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize the District to proceed with bidding for the Transportation Tech Relocation Project (850H) for construction services for temporary space while the Transportation Technology Complex is under construction.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 15, 2008
Item & File No. C.13.H.4(a)

Subject:
- PE Complex Portables (850F)
- Temporary Off Site Storage
- Baker Moving & Storage

Reason for Board Consideration: APPROVAL

Enclosure(s):
- Service Agreement

BACKGROUND:

Temporary relocation of the PE Complex personnel will require specialty support services. Competitive proposals were solicited for temporary off-site storage services, and Baker Moving & Storage offered the best proposal at $10,000 for 18 months. At this time the District recommends that the Board approve a short form professional services agreement for these services.

FISCAL IMPACT:

This agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a short form professional services agreement with Baker Moving & Storage in the amount of $10,000 for temporary off-site storage services associated with the temporary relocation of the PE Complex personnel for the PE Complex Portables Project (850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 1/15/08  Consultant: Baker Moving & Storage

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

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: 

____ Appendix A  ____ Changes to Appendix A  Reviewed: 

____ Appendix B  ____ Changes to Appendix B  Reviewed: 

____ Appendix C  ____ Changes to Appendix C  Reviewed: 

____ Appendix D  ____ Changes to Appendix D  Reviewed: 

____ Appendix E  ____ Changes to Appendix E  Reviewed: 

____ Other backup materials?  ____________________________  Reviewed: 

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

If not, why not?  No change to legal language  

Agenda cover page prepared by: EB  Reviewed by: 

Submittal sign-off:
Program Manager:  ___________  Director:  ___________
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**

- Is the type of contract clearly defined?
  - Yes  No
  - 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

Reviewed by: [Signature]
Vice President Al Harrison

Amendment Checklist 1/2/2008
CONSULTANT:
Baker Moving & Storage
307 Trestle Glen
Tiburon, CA 94920
(415) 435-1480 phone / (415) 435-6536 fax

January 15, 2008

I. SCOPE OF THE SERVICES

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

1. Off site temporary storage and moving services for the PE Complex Portables (relocation) Project (850F).

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: ☐ per schedule of rates and charges, with a guaranteed not to exceed price of $10,000.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by January 16, 2008 and complete the Services by June 30, 2009.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREBIN 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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<tr>
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MARIN COMMUNITY COLLEGE DISTRICT

<table>
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<td>Vice President College Operations</td>
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GENERAL TERMS AND CONDITIONS

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

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 Indemnities’ 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’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 January 15, 2008 between the Marin Community College District (the “District”), and Baker Moving & Storage 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.
2. **Insurance terms and conditions:**

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

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

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

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

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

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

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

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

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

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

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

END OF APPENDIX A
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 15, 2008
Item & File No. C.13.H.4(b)
Subject: PE Complex Portables (850F)
Temporary Linen Service
San Rafael Laundry
Reason for Board Consideration: APPROVAL
Enclosure(s): Service Agreement

BACKGROUND:
Temporary relocation of the PE Complex personnel will require specialty support services. Competitive proposals were solicited for linen services, and San Rafael Laundry offered the best proposal at $8,000 for 18 months. At this time the District recommends that the Board approves a short form professional services agreement for these services.

FISCAL IMPACT:
This agreement will be paid from Measure C bond funds.

RECOMMENDATION:
The Superintendent/President recommends that the Board approve a short form professional services agreement with San Rafael Laundry in the amount of $8,000 for linen services associated with the temporary relocation of the PE Complex personnel for the PE Complex Portables Project (850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: __1/15/08__ Consultant: __San Rafael Laundry__

Project(s) (name and number): __PE Complexy Portables (850F)___

Type of contract (check all that apply):

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

Original [x] or Amendment #  

Amount of this contract/amendment: $__8,000___

Total amount of contract to date including this amendment $__8,000___

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

- [x] 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  [x] No  If yes, counsel’s initials:  

If not, why not?  __No change to legal language__

Agenda cover page prepared by: __EB__  Reviewed by: __EB__

Submittal sign-off:
Program Manager:  
Director:  

Amendment Checklist  1/2/2008  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: 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
CONSULTANT:
San Rafael Laundry
926 3rd Street
San Rafael, CA 94901
(415) 640-4388 phone / (415) 456-0408 fax

January 15, 2008

I. SCOPE OF THE SERVICES

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

1. Provide temporary linen services for PE Complex Portables relocation Project (850F).

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $8,000 inclusive of reimbursable expenses to be paid as: ☐ per schedule of rates and charges, with a guaranteed not to exceed price of $8,000.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by January 16, 2008 and complete the Services by June 30, 2009.
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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.

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CONSULTANT

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MARIN COMMUNITY COLLEGE DISTRICT
GENERAL TERMS AND CONDITIONS

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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 excuseable 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 January 15, 2008 between the Marin Community College District (the “District”), and San Rafael Laundry (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.
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:

Temporary relocation of the PE Complex personnel will require specialty support services. Competitive proposals were solicited for drinking water services, and Associated Services Co. offered the best proposal at $2,000 for 18 months. At this time the District recommends that the Board approves a full services agreement for these services.

FISCAL IMPACT:

This agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a full services agreement with Associated Services, Inc. in the amount of $2,000 for drinking water services associated with the temporary relocation of the PE Complex personnel for the PE Complex Portables Project (850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 1/15/08  Consultant: Associated Services Co.
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: $ 2,000
Total amount of contract to date including this amendment $ 2,000

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

✓ Full agreement  ___ Changes to agreement  Reviewed: RS
___ 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? Associated Services Co. Full Service Agreement used.

Agenda cover page prepared by: RS  Reviewed by: RS

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

Amendment Checklist  1/2/2008
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

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

Reviewed by: Vice President Al Harrison

Amendment Checklist 1/2/2008
## FULL SERVICE AGREEMENT

The undersigned (Customer) acknowledges receipt of the below listed equipment from Associated Services Company (Associated) on the terms and conditions set forth herein. The same terms and conditions will apply to additional equipment installed at Customer locations.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Model</th>
<th>Description</th>
<th>Value</th>
<th>Property of Associated Services Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer agrees to purchase from Associated all coffee and other supplies used in connection with this type service. Associated Services agrees to supply and maintain coffee brewing equipment as needed, on an on-loan basis. Coffee selection and prices per case are listed below.

**Coffee Selection**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6610 Purified Bottled Water 5gal. Est. 10 Bottles mo.</td>
<td>5.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Rental Equipment Only**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Model</th>
<th>Description</th>
<th>Value</th>
<th>Mo. Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M7N</td>
<td>Hot Water Disp.</td>
<td>500.00</td>
<td>8.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer agrees to pay Associated the total monthly rent shown above for equipment as listed.

This Full Service Agreement will continue for one year and will be automatically renewed each anniversary date for a like period of time unless written notice of termination is received thirty (30) days prior to the anniversary date.

Customer's name: (College of Marin) Marin Community College District

Street: P.O. Box 144063
City: Kentfield, Zip: 94944
Billing Address: Same as above
Phone: 415-984-3139 Fax: 721-7029
Mgr/Owner: V-Anne Chernoff
Contact Person: Elizabeth Bornstein

### ASSOCIATED APPROVAL

By: Ken McDonald
Title: Sales Rep. Date: 12-21-07

### CUSTOMER APPROVAL

By:
Title:
Date:
BACKGROUND:

On October 9, 2007 the Board of Trustees accepted a long list of inspectors, industrial hygienists and testing and inspection firms for use on all Measure C bond program projects.

Construction/Project Managers have interviewed and selected Quali-Con Enterprise, Inc. from the Board accepted long list to perform inspector of record services for the PE Complex Alterations Project (308B) and the PE Complex PV Project (308D).

The Board is now asked to ratify this short form professional services agreement for Quali-Con Enterprise, Inc. in the amount of $228,800.

FISCAL IMPACT:

This short form professional services agreement in the amount of $228,800 will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the short form professional services agreement for Quali-Con Enterprise, Inc. in the amount of $228,800 for inspection of record services for the PE Complex Alterations Project (308B) and the PE Complex PV Project (308D).
I. SCOPE OF THE SERVICES

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

1. Provide DSA Inspection Services for the duration of construction activities for the PE Complex Alterations Project (308B) and the PE Complex PV Project (308D).

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $228,800 inclusive of reimbursable expenses to be paid as: ☑ per schedule of rates and charges, with a guaranteed not to exceed price of $228,800

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 12, 2007 through June 30, 2009.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREBIN 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 $228,800.

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**CONSULTANT**

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

**MARIN COMMUNITY COLLEGE DISTRICT**

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GENERAL TERMS AND CONDITIONS

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

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’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 11, 2007 between the Marin Community College District (the "District"), and Quali-Con Enterprise, 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 $500,000 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.
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
RATIFICATION

BACKGROUND:

On October 9, 2007 the Board of Trustees accepted a long list of inspectors, industrial hygienists and testing and inspection firms for use on all Measure C bond program projects.

Construction/Project Managers have interviewed and selected Quali-Con Enterprise, Inc. from the Board accepted long list to perform inspector of record services for the Geothermal Fields KTD & IVC Projects (305B & 417B).

The Board is now asked to ratify this short form professional services agreement for Quali-Con Enterprise, Inc. in the amount of $46,000.

FISCAL IMPACT:

This short form professional services agreement in the amount of $46,000 will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the short form professional services agreement for Quali-Con Enterprise, Inc. in the amount of **$46,000** for inspection of record services for the Geothermal Fields KTD & IVC (305B & 417B).
COLLEGE OF MARIN
MARIN COMMUNITY COLLEGE DISTRICT
835 College Avenue,
Kentfield, CA 94904

SHORT FORM OF PROFESSIONAL SERVICES AGREEMENT

CONSULTANT:
Quali-Con Enterprise, Inc.
4004 Hope Lane
Dunsmuir, CA 96025
(650) 722-2587 phone / (406) 257-3418 fax

January 15, 2008

I. SCOPE OF THE SERVICES
The Services to be rendered ("Services") consist of:

1. Provide Inspection Services for the duration of construction activities for the Geothermal Fields KTD & IVC Project (305B & 417B).

   Indian Valley Campus Geothermal Field (417B) = $13,800
   Kentfield Campus Geothermal Field (305B) = $32,200

II. COMPENSATION FOR SERVICES
Consultant’s total compensation for Services performed under this Agreement is $46,000 inclusive of reimbursable expenses to be paid as: ☑ per schedule of rates and charges, with a guaranteed not to exceed price of $46,000

III. SCHEDULE OF PERFORMANCE
Consultant shall commence the Services by January 16, 2008 through August 31, 2008.
IV. TERMS AND CONDITIONS

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

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

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

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 $46,000.

CONSULTANT

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<td>Al Harrison</td>
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MARIN COMMUNITY COLLEGE DISTRICT

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<tbody>
<tr>
<td>Al Harrison</td>
<td>Vice President College Operations</td>
<td>Date</td>
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</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 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 "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's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

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

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

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 11, 2007 between the Marin Community College District (the “District”), and Quali-Con Enterprise, 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.
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
e/o Swinerton Management & Consulting
phone: 415-884-3139
fax: 415-721-7039

Original by mail to:
Marin Community College District
e/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: January 15, 2008
Item & File No. C.13.H.4(f)

Subject: PE Complex Alterations Project (308B) & PE Complex PV Project (308D)
Testing and Inspection Services
Kleinfelder, Inc.

Reason for Board Consideration:

RATIFICATION

Enclosure(s):

Pre-Approved Contract

BACKGROUND:

On October 9, 2007 the Board of Trustees accepted a long list of inspectors, industrial hygienists and testing and inspection firms for use on all Measure C bond program projects.

Construction/Project Managers have interviewed and selected Kleinfelder, Inc. from the Board accepted long list to perform testing and inspection services for the PE Complex Alterations Project (308B) and PE Complex PV Project (308D).

The Board is now asked to ratify this short form professional services agreement for Kleinfelder, Inc. in the amount of $190,000.

FISCAL IMPACT:

This short form professional services agreement in the amount of $190,000 will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the short form professional services agreement for Kleinfelder, Inc. in the amount of $190,000 for testing and inspection services for the PE Complex Alterations Project (308B) and PE Complex PV Project (308D).
CONSULTANT:
Kleinfelder, Inc.
2240 Northpoint Parkway
Santa Rosa, CA 95407
(707) 571-1883 phone / (707) 571-7813 fax

January 15, 2008

I. SCOPE OF THE SERVICES

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

1. Provide DSA Inspection Services for the duration of construction activities for the PE Complex Alterations Project (308B) and the PE Complex PV Project (308D).

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $190,000 inclusive of reimbursable expenses to be paid as: ☐ per schedule of rates and charges, with a guaranteed not to exceed price of $190,000

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 12, 2007 through June 30, 2009.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HERIN 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 $190,000.

CONSULTANT

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MARIN COMMUNITY COLLEGE DISTRICT

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated January 15, 2008 between the Marin Community College District (the “District”), and Kleinfelder, 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.
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
<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 15, 2008</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.13.H.4(g)</td>
<td></td>
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<tr>
<td>Subject:</td>
<td>Geothermal Fields KTD &amp; IVC (305B &amp; 417B) Testing and Inspection Services Kleinfelder, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td>RATIFICATION</td>
<td>Pre-Approved Contract</td>
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**BACKGROUND:**

On October 9, 2007 the Board of Trustees accepted a long list of inspectors, industrial hygienists and testing and inspection firms for use on all Measure C bond program projects.

Construction/Project Managers have interviewed and selected Kleinfelder, Inc. from the Board accepted long list to perform testing and inspection services for the Geothermal Fields KTD & IVC Projects (305B & 417B).

The Board is now asked to ratify this short form professional services agreement for Kleinfelder, Inc. in the amount of $50,000.

**FISCAL IMPACT:**

This short form professional services agreement in the amount of $50,000 will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify the short form professional services agreement for Kleinfelder, Inc. in the amount of $50,000 for testing and inspection services for the Geothermal Fields KTD & IVC (305B & 417B).
CONSULTANT:  
Kleinfeld, Inc.  
2240 Northpoint Parkway  
Santa Rosa, CA 95407  
(707) 571-1883 phone / (707) 571-7813 fax  

January 15, 2008

I. SCOPE OF THE SERVICES

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

1. Provide Inspection Services for the duration of construction activities for the Geothermal Fields KTD & IVC Projects (305B & 417B).

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $50,000 inclusive of reimbursable expenses to be paid as: ☐ per schedule of rates and charges, with a guaranteed not to exceed price of $50,000

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by January 15, 2008 through August 31, 2008.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREBIN 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 $50,000.

CONSULTANT

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

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<th>Name</th>
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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 all 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, and records and records documenting its work under its Agreement, and invoices, payrolls, records and any 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 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.

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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 January 15, 2008 between the Marin Community College District (the “District”), and Kleinfelder, 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.
2. **Insurance terms and conditions:**

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

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

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

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

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

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

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

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

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

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

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

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

BOARD AGENDA ITEM

To: Board of Trustees          Date: January 15, 2008
From: Superintendent/President  Item & File No. C.13.H.4(h)
Subject: Austin Science Center Roof Repairs Project (850E)
        Cleaning services
        National Building Maintenance, Inc.
Reason for Board Consideration:

RATIFICATION

Enclosure(s):

Pre-Approved Contract

BACKGROUND:

During roof repairs on the Austin Science Center roof, the roof above the computer lab was removed to exposed metal deck to repair extensive water damage. This created construction dust in the computer lab and immediate attention was necessary to prevent any damage to equipment. A request was made by the District to complete the cleaning while school was not in session. Cleaning services were satisfactorily performed on December 20 and December 21, 2007.

Informal proposals were solicited from three (3) local cleaning firms. National Building Maintenance, Inc. offered the best proposal.

The Board is now asked to ratify a short form professional services agreement for cleaning services to National Building Maintenance, Inc. in the amount of $1,844.

FISCAL IMPACT:

This contract will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify a short form professional services agreement with National Building Maintenance, Inc. in the amount of $1,844 for the Austin Science Center Roof Repairs Project (850E) for computer room cleaning services.
CONSULTANT:
National Building Maintenance, Inc.
P.O. Box 982
Penngrove, CA 94951

(707) 585-6159
(707) 584-7095 (fax)

December 13, 2007

I. SCOPE OF THE SERVICES

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

I. Provide materials and labor to remove all dust from the horizontal surfaces spanning from floor to ceiling in the two rooms of the computer lab at the Austin Science Center. Protect all computer equipment with drop cloths during overhead cleaning. Vacuum carpet using a filter vacuum process.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $1,844.00 inclusive of reimbursable expenses to be paid as: (1) lump sum;

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 20, 2007 and complete the Services by December 21, 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 $1,844.00.

CONSULTANT

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| MARIN COMMUNITY COLLEGE DISTRICT |

<table>
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<tr>
<th>Title:</th>
<th>Date</th>
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<tbody>
<tr>
<td>Vice President College Operations</td>
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</tbody>
</table>

Al Harrison
GENERAL TERMS AND CONDITIONS

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

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

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

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

5. **Indemnity/Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnitees”), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant’s 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 this Agreement, Consultant’s performance of this Agreement, Consultant’s provision of Services, or Consultant’s activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee’s reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitee’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **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 and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

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

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

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 11, 2007 between the Marin Community College District (the “District”), and National Building Maintenance, 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.
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 ten (10) 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:

CSW/Stuber-Stroeh was selected as the District’s Civil Engineer and a long form contract was approved on August 31, 2005. CSW has completed program level work as well as project specific work for the Measure C bond program. Amendments 1 through 14 have been previously approved for these services.

Basic Civil Engineering services and specialty Civil Engineering services are required for the projects listed below:

- **12 KV Utility Extension (407C)**
  - Prepare bid package; DSA submittal & processing; construction administration; project close out & record drawing preparations; soil borings for directional bore under Ignacio Creek
  - $31,050

- **Parking Lot-Bioswale (401B)**
  - Vertical & horizontal pad certification
  - $2,500

- **Transportation Tech Relocation (850H)**
  - Prepare construction drawings & specifications for driveway/fire road including grading, drainage & utilities
  - $6,000

In addition to civil engineering services a two-year subscription to Paragon Office (Project #803A) in the amount of $1,000 is required. The subscription will allow CSW to communicate electronically with contractors and Swinerton on multiple projects for the Measure C bond program.

Amendment #15 to CSW’s contract, is presented herein for approval:

**Total Amendment #15** $40,550

**FISCAL IMPACT:**

This amendment will be paid from Measure C bond funds. 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
  - 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
Amendment # 4    $12,040  Initial utility surveying for new IVC Main Building (<417A), DSA submittal for Lark Annex (<321A)
Amendment # 5    $86,170  Design services for Kentfield West Campus Bridge (<301A), supplemental topographic surveying for PE Complex (<308B)
Amendment # 6    $18,550  Design services for utility extensions to PE Complex (<308B)
Amendment # 7    $285,988  Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.
Amendment # 8    $30,220  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
Amendment # 9    $14,950  Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.
Amendment # 10   $19,000  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).
Amendment # 11   $34,660  Program Level services (District Civil Engineer Project # 803A) for Boundary and Topographic Surveys corrections.
Amendment # 12   $15,408  Additional services for Boundary and Topographic Surveys (corrective work and Greenhouse/Shade Structure)
Amendment # 13   $81,190  Design and construction administration services for Parking Lot-Bioswale (401B), Campus Corner Relocation (DSPS & Health Services) (850G), Geothermal Field KTD (305B) and Geothermal Field IVC (417B)
Amendment # 14   $23,650  Environmental Impact Report Civil Engineering Support Services (810A)
Amendment # 15   $40,550  12 KV Utility Extension (407C); Parking Lot-Bioswale (401B); Transportation Tech Relocation (850H); Paragon Office Subscription (803A)

Total Contract Amount    $1,395,768

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 15 to CSW/Stuber-Stroeh Engineering in the amount of $40,550 for basic civil engineering services for the 12 KV Utility Extension Project (407C), specialty civil engineering services for the Parking Lot-Bioswale Project (401B) and the Transportation Tech Relocation Project (850H) and the Paragon Office subscription for District Civil Engineering Project (803A).

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: 1/15/08 Consultant: [Signature]
Project(s) (name and number): 12kV Util Extension (407C) & Parking Lot
Bioswale (401B) & Trans Tech Relo (850H)
Type of contract (check all that apply): Full service (architecture) Task contract (specialty consultant)
Short form Long form
Original or Amendment # 15
Amount of this contract/ amendment: $ 40,550
Total amount of contract to date including this amendment $ 1,395,768

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

- Full agreement
- Changes to agreement
- Reviewed:
- 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:
- Other backup materials?
- Reviewed:

Legal review required? Yes No If yes, counsel’s initials: [Signature]
If not, why not? No change 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

- 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
AMENDMENT 15

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

January 15, 2008

AMENDMENT 15 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

12 KV Utility Extension (407C)
Prepare bid package; DSA submittal & processing; project close out & record drawing preparations; soil borings for directional bore under Ignacio Creek

Parking Lot-Bioswale (401B)
Vertical & horizontal pad certification

Transportation Tech Relocation (850H)
Prepare construction drawings & specifications for driveway/fire road including grading, drainage & utilities

Paragon Office two year subscription (803A) to commence January 16, 2008

END OF AMENDMENT 15 TO APPENDIX A
AMENDMENT 15 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>Original Contract Amount</th>
<th>$ 436,067</th>
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</thead>
<tbody>
<tr>
<td>District-wide master planning and assessment</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment # 1</th>
<th>$ 21,560</th>
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</thead>
<tbody>
<tr>
<td>Larkspur Annex Design (#321A)</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment # 2</th>
<th>$188,755</th>
</tr>
</thead>
<tbody>
<tr>
<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></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment # 3</th>
<th>$ 87,010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
<td></td>
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</tbody>
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<table>
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<tr>
<th>Total Amendment # 4</th>
<th>$ 12,040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
<td></td>
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<thead>
<tr>
<th>Total Amendment # 5</th>
<th>$ 86,170</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment # 6</th>
<th>$ 18,550</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment # 7</th>
<th>$ 285,988</th>
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<tbody>
<tr>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment # 8</th>
<th>$ 30,220</th>
</tr>
</thead>
<tbody>
<tr>
<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></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment # 9</th>
<th>$14,950</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment # 10</th>
<th>$ 19,000</th>
</tr>
</thead>
<tbody>
<tr>
<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></td>
</tr>
</tbody>
</table>
Amendment #11  $34,660

Program Level services (District Civil Engineer Project # 803A) for boundary and topographical surveys

Amendment #12  $15,408

Program Level services (District Civil Engineering Project # 803A) for boundary and topographical surveys (services in addition to Amendment #11)
Greenhouse & Shade Structure Project # 850C topographical map design work

Amendment #13  $81,190

Design and construction administration services for Parking Lot-Bioswale (401B); Campus Corner Relocation (DSPS & Health Services) (850G); Geothermal Field KTD (305B); Geothermal Field IVC (417B)

Amendment #14  $23,650

Amendment #15

12 KV Utility Extension (407C)
Prepare bid package; DSA submittal & processing; project close out & record drawing preparations; soil borings for directional bore under Ignacio Creek
$31,050

Parking Lot-Bioswale (401B)
Vertical & horizontal pad certification
$2,500

Transportation Tech Relocation (850H)
Prepare construction drawings & specifications for driveway/fire road including grading, drainage & utilities
$6,000

Paragon Office two year subscription (803A)
$1,000

Total Amendment #15  $40,550

Total Contract Amount  $1,395,768

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 15 to Appendix A – Scope of Services shall not exceed $40,550. Payments made for services authorized under AMENDMENT 15 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 15 TO APPENDIX B
AMENDMENT 15 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 15 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>12 KV Utility Extension (407C)</td>
<td>April 11, 2008</td>
</tr>
<tr>
<td>Parking Lot-Bioswale (401B)</td>
<td>Critical Path linked to Geothermal Field 417B- TBD</td>
</tr>
<tr>
<td>Transportation Tech Relocation (850H)</td>
<td>Feb 8, 2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 15 TO APPENDIX C
AMENDMENT 15 to Appendix D – Deliverables

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

Deliverables for Work Authorized under AMENDMENT 15 to Appendix A – Scope of Work

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

1. 12 KV Utility Extension (407C)
   a. Prepare bid package- Contract Documents & Specifications
   b. DSA submittal and processing
   c. Project Close-out and record drawing preparation
   d. Soil borings for directional bore under Ignacio Creek

2. Parking Lot-Bioswale (401B)
   a. Vertical and horizontal building pad certification in parking lot #2

3. Transportation Tech Relocation (850H)
   a. Construction documents, including specifications for access road to project including grading, drainage & utilities.

END OF AMENDMENT 15 TO APPENDIX D
AMENDMENT 15 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 15 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 15 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:

A two-year subscription to Paragon Office is required for Kwan Henmi Architecture/Planning as the architect for the PE Complex Alterations Project (308B) and the PE Complex PV Project (308D). The subscription will allow Kwan Henmi to communicate electronically with contractors and Swinerton for the PE Complex projects. Amendment # 1 to Kwan Henmi’s contract, is presented herein for approval:

Amendment # 1 $ 1,000

FISCAL IMPACT:

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

Original Contract Amount $ 2,015,500
Amendment # 1 $ 1,000 Paragon Office two (2) year subscription

Total Contract Amount $ 2,016,500

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 1 to Kwan Henmi Architecture/Planning in the amount of $ 1,000 for a two-year subscription to Paragon Office.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 1/15/08  Consultant: Kwan Henmi Arch/Planning

Project(s) (name and number): PE Complex Alt (308B) & PE Complex PV (308D)

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: $1,000

Total amount of contract to date including this amendment $2,016,500

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: RSE

___ Appendix C  ___ Changes to Appendix C  Reviewed: _____

___ Appendix D  ___ Changes to Appendix D  Reviewed: _____

___ Appendix E  ___ Changes to Appendix E  Reviewed: _____

___ Other backup materials?  Reviewed: _____

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

If not, why not?  No change to legal language

Agenda cover page prepared by: FJ  Reviewed by: RSE

Submittal sign-off:
Program Manager:  RSE  Director: M. Herndon

Amendment Checklist 1/2/2008  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

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

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

[✓] Appendix B: is the fee appropriate to the scope of work?  
  Yes No

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

[✓] Do the numbers all add up correctly?  
  Yes No

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

[✓] Appendix D: are the deliverables sufficient to manage the scope of work?  
  Yes No

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

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

Agenda cover page

Reviewed by: Vice President Al Harrison

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

[✓] Is the reason for the amendment clearly stated?  
  Yes No

[✓] Do the amendment amounts match the amended Appendix B?  
  Yes No

[✓] Are the project title and number included and correct?  
  Yes No
AMENDMENT 1

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

Kwan Henmi Architecture/Planning

January 15, 2008

AMENDMENT 1 TO COMPENSATION

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated March 27, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kwan Henmi Architecture/Planning (Consultant).

1. Compensation

Additional services for Paragon Office two (2) year subscription for the PE Complex Alterations Project (308B) and the PE Complex PV Project (308D). Subscription will commence when PE Complex Alterations Project completes the bidding process.

Additional services in the amount of $1,000 for a two (2) year subscription of Paragon Office to provide electronic collaboration for the projects named above on an internet driven Project Control System:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Long Form Contract Amount</td>
<td>$2,015,500</td>
</tr>
<tr>
<td>Total Amendment # 1</td>
<td>$1,000</td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$2,016,500</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated March 27, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Kwan Henmi Architecture/Planning.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date ________________

Al Harrison
Vice President College Operations

Kwan Henmi Architecture/Planning
Principal

By _______________________________ Date ________________

_______________________________ Its ________________
BACKGROUND:

A two-year subscription to Paragon Office is required for Alfa Tech Cambridge Group as the District’s MEP Engineer (806A). The subscription will allow Alfa Tech to communicate electronically with contractors and Swinerton on multiple projects for the Measure C bond program. Alfa Tech has completed program level work as well as project specific work for the Measure C bond program. Amendments 1 through 14 have been previously approved for these services. Amendment #15 to Alfa Tech’s contract is presented herein for approval.

Amendment #15

$1,000

FISCAL IMPACT:

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

<table>
<thead>
<tr>
<th>Original Contract Amt</th>
<th>District-wide master planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>$487,035.00</td>
<td>Photometric Study, exterior lighting; assessment &amp; evaluation report;</td>
</tr>
<tr>
<td>Amendment #1</td>
<td>Master Planning assistance; grant funding application assistance;</td>
</tr>
<tr>
<td>$64,080.00</td>
<td>develop baseline data for gas, water, sewer &amp; electrical utilities for each</td>
</tr>
<tr>
<td>Amendment #2</td>
<td>building &amp; develop evaluation of primary utility infrastructure. Project</td>
</tr>
<tr>
<td>$139,110.00</td>
<td>specific expanded design &amp; construction phase scopes for Larkspur</td>
</tr>
<tr>
<td>Amendment #3</td>
<td>Annex Demolition (Project #321A)</td>
</tr>
<tr>
<td>$68,500.00</td>
<td>Energy modeling for KTD projects</td>
</tr>
<tr>
<td>Amendment #4</td>
<td>Study on Emerging Solar Technologies</td>
</tr>
<tr>
<td>$40,000.00</td>
<td>Develop District Security Standards</td>
</tr>
<tr>
<td>Amendment #5</td>
<td>Geothermal field test bores; KTD and IVC</td>
</tr>
<tr>
<td>$6,907.50</td>
<td>Photovoltaic energy system design for PE Complex (Project #308D)</td>
</tr>
<tr>
<td>Amendment #6</td>
<td>IVC Power Plants – (Project #407A) – Boiler Replacement</td>
</tr>
<tr>
<td>$97,200.00</td>
<td>KTD: Replace Chiller (Project #850A)</td>
</tr>
<tr>
<td>Amendment #7</td>
<td>District-wide: Technology Infrastructure Standards (Project #210C)</td>
</tr>
<tr>
<td>$198,740.00</td>
<td>KTD: Development construction bid documents for geothermal</td>
</tr>
<tr>
<td>Amendment #8</td>
<td>exchange field (Project #305B)</td>
</tr>
<tr>
<td>$20,000.00</td>
<td>IVC: Development construction bid documents for geothermal exchange</td>
</tr>
<tr>
<td>Amendment #9</td>
<td>field (Project #417B)</td>
</tr>
<tr>
<td>$191,800.50</td>
<td>Provide design and construction phase services for temporary housing</td>
</tr>
<tr>
<td>Amendment #10</td>
<td>space for PE Complex Modernization (Project #850F)</td>
</tr>
<tr>
<td>$449,189.00</td>
<td>Design services support Larkspur Annex Restroom (Project #321B)</td>
</tr>
<tr>
<td>Amendment #11</td>
<td>Assessment of conceptual relocation space for DSPS (Project #850G)</td>
</tr>
<tr>
<td>$19,680.00</td>
<td></td>
</tr>
<tr>
<td>Amendment #12</td>
<td></td>
</tr>
<tr>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td>Amendment #</td>
<td>Amount</td>
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<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>13</td>
<td>$ 130,106</td>
</tr>
<tr>
<td>14</td>
<td>$ 40,150</td>
</tr>
<tr>
<td>15</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Total</td>
<td>$1,963,498</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment # 15 to Alfa Tech Cambridge Group in the amount of $ 1,000 for a two-year subscription to Paragon Office.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 1/15/08 Consultant: Alfa Tech Cambridge Grp

Project(s) (name and number): Dist MEP Engineer (800A)

Type of contract (check all that apply):

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

Original _____ or Amendment # 15

Amount of this contract/amendment: $1,000

Total amount of contract to date including this amendment $1,963,498

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

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

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

If not, why not? No change to legal language

Agenda cover page prepared by: EB Reviewed by: PGS

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

Amendments

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

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

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

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

☑ Do the numbers all add up correctly?
  Yes No

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

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

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

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

Agenda cover page

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

☑ Is the reason for the amendment clearly stated?

☑ Do the amendment amounts match the amended Appendix B?

☑ Are the project title and number included and correct?

Reviewed by: [Signature]
Vice President Al Harrison

Amendment Checklist 1/2/2008 2
AMENDMENT 15

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

Alfa Tech Cambridge Group, Inc.

January 15, 2008

AMENDMENT 15 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

APPENDIX A

1. Additional Services

Paragon Office two (2) year subscription for MEP engineering services on various projects for the Measure C bond program. Subscription will commence January 16, 2008.

END OF AMENDMENT 15 TO APPENDIX A
# AMENDMENT 15 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. **Amount of Compensation for Services to Architect**
   
<table>
<thead>
<tr>
<th>Amendment Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1. Original Long Form Contract Amount</td>
<td>$487,035.00</td>
</tr>
<tr>
<td>1.2. <strong>Total Amendment # 1</strong> District-wide Security Assessment</td>
<td>$64,080.00</td>
</tr>
<tr>
<td>1.3. <strong>Total Amendment # 2</strong> Photometric Study, exterior lighting; assessment &amp; evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer &amp; electrical utilities for each building &amp; develop evaluation of primary utility infrastructure. <em>Project specific expanded design &amp; construction phase scopes for Larkspur Annex Demolition (Project # 321A)</em></td>
<td>$139,110.00</td>
</tr>
<tr>
<td>1.4. <strong>Total Amendment # 3</strong> Energy modeling for KTD projects</td>
<td>$68,500.00</td>
</tr>
<tr>
<td>1.5. <strong>Total Amendment # 4</strong> Study on Emerging Solar Technologies</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>1.6. <strong>Total Amendment # 5</strong> Develop District Security Standards</td>
<td>$6,907.50</td>
</tr>
<tr>
<td>1.7. <strong>Total Amendment # 6</strong> Perform test bores at Kentfield and Indian Valley to determine thermal conductivity for application in heating and cooling systems. Included are tests and computer modeling for each site.</td>
<td>$97,200.00</td>
</tr>
<tr>
<td>1.8. <strong>Total Amendment # 7</strong> Develop construction documents for crystalline PE Complex PV solar energy panels and supporting structures. Provide bidding assistance and Construction phase services.</td>
<td>$198,740.00</td>
</tr>
<tr>
<td>1.9. <strong>Total Amendment # 8</strong> Develop specification documents for replacement of one boiler in Power Plant #1 at the IVC campus.</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>1.10. <strong>Total Amendment # 9</strong> Design and limited construction services for KTD Replace Chiller at Dance/Landscape. Develop District-wide Technology Infrastructure Plan and Standards.</td>
<td>$191,800.50</td>
</tr>
<tr>
<td>1.11. <strong>Total Amendment # 10</strong> Design and Construction Administration Services for Geothermal Exchange Field to provide heating/cooling for SMCP, FA/PA, SS at KTD and New Main Building project at IVC</td>
<td>$449,189.00</td>
</tr>
<tr>
<td>1.12. <strong>Total Amendment # 11</strong> Design and Construction Administrative Services for utilities to support temporary housing and program spaces at PE Complex</td>
<td>$19,680.00</td>
</tr>
</tbody>
</table>
1.13 Total Amendment # 12
Design and Construction Services for utilities to support the Larkspur Annex Restroom Trailer (Project # 321B)
Assessment of mechanical systems for concept relocation space for the DSPS Program (Project # 850G) $ 10,000.00

1.14 Total Amendment # 13
Design and assessment services for Parking Lot-Bioswale (Project # 401B) and Pathways (Project # 413A). Design and assessment services for site pole lighting for Transportation Tech Complex project (402A) fire access road. Design and construction administration services for Campus Corner Relocation (Project # 850G) $ 130,106.00

1.15 Total Amendment # 14
Design Services for utility extension to support Main Building and Trans Tech Complex renovation project (Auto Tech Buildings Pomo 1 and 2). Electrical and IT design services for the 12 KV Utility Extension Project (407C). Design Services for owner requested changes to portable building layouts for the PE Complex Portables (850F) project $ 40,150.00

1.16 Amendment # 15
Paragon Office two (2) year subscription (806A) $ 1,000.00

Total Amendment # 15 $ 1,000.00

Total Contract Amount $1,963,498.00

Notes Invoices for all tasks in Appendix B above shall be invoiced by percentage complete.

END OF AMENDMENT 15 TO APPENDIX B
AMENDMENT 15 to Appendix C – Milestone Schedule

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

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 15 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable.</td>
<td></td>
</tr>
</tbody>
</table>

END OF AMENDMENT 15 TO APPENDIX C
AMENDMENT 15 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 15 to Appendix A – Scope of Work

The deliverables required include without limitation the following items:

   Not applicable.

END OF AMENDMENT 15 TO APPENDIX D
AMENDMENT 15 TO APPENDIX E – INSURANCE

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

“No Changes”

END OF AMENDMENT 15 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 15 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Alfa Tech Cambridge Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________________ Date ________________

Al Harrison
Vice President College Operations

Alfa Tech Cambridge Group, Inc.

By ___________________________________ Date ________________

_________________________________________ Its ________________
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Campus Corner Relocation Project (850G) Design Services for Health Services Portable
HKIT – Amendment # 6

Reason for Board Consideration: APPROVAL

Enclosure(s): LF Amendment # 6

BACKGROUND:

On April 17, 2007 the Board approved a contract with HKIT for design services related to the Measure C bond modernization program. Amendments #1 through #5 were previously approved.

Amendment # 6, presented herein for approval, covers additional services related to the Campus Corner Relocation project to continue design services beyond conceptual design for temporary housing for the Health Services program. The scope of work includes the relocation and installation of one (1) existing portable classroom.

Amendment # 6 $ 28,000

FISCAL IMPACT:

Amendment # 6 will be paid from Measure C bond funds.

The total amount of this contract is as follows:

Original Contract Amount $ 1,145,125
Amendment # 1 $ 363,835 Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services
Amendment # 2 $ 92,700 Site and classroom layouts; construction documents, project manual and construction administration services
Amendment # 3 $34,000 Relocation costs (850G). *Future credit from work on Amendment #4.
Amendment # 4 $100,800* Additional design and construction administration services for District-requested plan changes and program adjustments
Amendment # 5 $ 3,120 Additional design services for Campus Corner Relocation Project (850G) to relocate and install one (1) existing portable classroom for the Health Services program.
Amendment # 6 $ 28,000

Total Contract Amount $ 1,767,580

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 6 to HKIT in the amount of $ 28,000 for additional design services for the Campus Corner Relocation Project (850G) for Health Services.

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: 1/15/08  Consultant: HKIT

Project(s) (name and number): Campus Corner Relocation (8506)

Type of contract (check all that apply):

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

Original _____  or  Amendment # 10

Amount of this contract/amendment: $ 28,000

Total amount of contract to date including this amendment: $ 1,767,580

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

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

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

If not, why not?  No change to legal language  

Agenda cover page prepared by: EB  Reviewed by:  

Submittal sign-off:
Program Manager:  KDS  Director:  MJ /v/
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? N/A Yes No

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?

☑ Appendix B: is the fee appropriate to the scope of work?

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

☑ Do the numbers all add up correctly?

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?

☑ Appendix D: are the deliverables sufficient to manage the scope of work?

☑ Appendix E: has the insurance requirement changed?
   Reviewed by legal counsel? 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?
   Basic or additional service? Yes No Add'l

☑ Is the reason for the amendment clearly stated?

☑ Do the amendment amounts match the amended Appendix B?

☑ Are the project title and number included and correct?

Amendment Checklist 1/2/2008 2
AMENDMENT 6

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
HKIT (Hardison Komatsu Ivelich & Tucker)

January 15, 2008

AMENDMENT 6 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of, Appendix A – Scope of Services of the
Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY
COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. Additional Services

Project # 850G – Campus Corner Relocation (Health Services)

Additional services for the continued design of temporary housing for Health Services. Scope
includes the relocation and installation of one (1) existing portable classroom.

END OF AMENDMENT 6 TO APPENDIX A
AMENDMENT 6 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

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

<table>
<thead>
<tr>
<th>Original Long Form Contract Amount</th>
<th>$1,145,125</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Amendment # 1</td>
<td>$363,835</td>
</tr>
<tr>
<td><strong>Amendment # 2</strong></td>
<td>$92,700</td>
</tr>
<tr>
<td>Roof Replacement and Standards;</td>
<td></td>
</tr>
<tr>
<td>Pomo 4 Bid Documents and</td>
<td></td>
</tr>
<tr>
<td>Environmental Landscape Program</td>
<td></td>
</tr>
<tr>
<td>Relocation Design Services</td>
<td></td>
</tr>
<tr>
<td><strong>Amendment # 3</strong></td>
<td>$34,000</td>
</tr>
<tr>
<td>Coordinate &amp; assist with site and</td>
<td></td>
</tr>
<tr>
<td>classroom layouts</td>
<td></td>
</tr>
<tr>
<td>Provide Construction Documents and</td>
<td></td>
</tr>
<tr>
<td>Project Manual</td>
<td></td>
</tr>
<tr>
<td>Assist with project bidding and</td>
<td></td>
</tr>
<tr>
<td>provide construction administration</td>
<td></td>
</tr>
<tr>
<td>services</td>
<td></td>
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<tr>
<td><strong>Amendment # 4</strong></td>
<td>$100,800</td>
</tr>
<tr>
<td>Project # 850G – Campus Corner</td>
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<tr>
<td>Relocation (DSPS &amp; Health Services)</td>
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<tr>
<td>Portables (DSPS &amp; Health Services)</td>
<td>Conceptual design services</td>
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<tr>
<td>Student Services Remodel – Design</td>
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</tr>
<tr>
<td>and coordination</td>
<td></td>
</tr>
<tr>
<td>Fusselman Hall Reuse – Provide</td>
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<tr>
<td>conceptual design services</td>
<td></td>
</tr>
<tr>
<td><strong>Amendment # 5</strong></td>
<td>$3,120</td>
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<tr>
<td>Additional services reflect the</td>
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<tr>
<td>on-going plan changes and program</td>
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<td>adjustments generated by the</td>
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</tr>
<tr>
<td>District that have required</td>
<td></td>
</tr>
<tr>
<td>additional design, coordination</td>
<td></td>
</tr>
<tr>
<td>and drafting time. Additional</td>
<td></td>
</tr>
<tr>
<td>construction administration</td>
<td></td>
</tr>
<tr>
<td>services to address these</td>
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<td>adjustments and the DSA Inspector</td>
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<td>of Record requirements are</td>
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<td>included. (Project # 850G)</td>
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<td><strong>Total Amendment # 6</strong></td>
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<td>Project # 850G – Campus Corner</td>
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<td>Relocation (Health Services)</td>
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<td>Additional services for the</td>
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<td>continued design of temporary</td>
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<td>Scope includes the relocation and</td>
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<td>installation of one (1) existing</td>
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<td>portable classroom.</td>
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**Total Contract Amount**

$1,767,580

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 6 to Appendix A – Scope of Services shall not exceed $28,000. Payments made for services authorized under AMENDMENT 6 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 6 TO APPENDIX B
AMENDMENT 6 to Appendix C – Milestone Schedule

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

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 6 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>
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<tbody>
<tr>
<td>Design &amp; Consultant Coordination for Design Development Phase Documents</td>
<td>2/1/2008</td>
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<tr>
<td>Design &amp; Consultant Coordination for Construction Document Phase</td>
<td>3/1/2008</td>
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<tr>
<td>Complete Construction Phase Services</td>
<td>5/15/2008</td>
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END OF AMENDMENT 6 TO APPENDIX C
AMENDMENT 6 to Appendix D – Deliverables

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

Deliverables for Work Authorized under AMENDMENT 6 to Appendix A – Scope of Work

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

- Construction document drawings and specifications.

END OF AMENDMENT 6 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 6 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

HKIT (Hardison Komatsu Ivelich & Tucker)

By ___________________________ Date ________________

Dara A. Youngdale Its President

By ___________________________ Date ________________

Thomas C. Bratting Its Vice-President
BOARD AGENDA ITEM

To: Board of Trustees  
Date: January 15, 2008 

From: Superintendent/President  
Item & File No. C.13.H.5(a) 

Subject: Shade & Greenhouse Structures Project (850C) 
Environmental Landscape Program Relocation 
Al Heffley, Inc. 

Reason for Board Consideration: 
Enclosure(s): 

RATIFICATION  
Pre-Approved Contract 

BACKGROUND:

On July 24, 2007 the Board of Trustees authorized bidding and pre-authorized award of construction contracts as needed for work related to the renovation of Miwok Classroom 120 under the Shade and Greenhouse Structures Project (850C). To date two contracts in the amount of $13,660 have been awarded for electrical work and infrastructure and hardscape work related to the Miwok Classroom 120 renovation for the Environmental Landscape program.

Informal bids were received and Al Heffley, Inc. was selected as the responsible low bidder for interior finishes in Miwok Classroom 120. This work consists of assembly and installation of shelving, cabinets, storage racks, work benches, peg boards and other interior finishes for the Environmental Landscape program.

The Board is now asked to ratify a construction contract with Al Heffley, Inc. in the amount of $13,347 for interior finishes work in Miwok Classroom 120.

FISCAL IMPACT:

This construction contract in the amount of $13,347 will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify a construction contract with Al Heffley, Inc. in the amount of $13,347 for the Shade and Greenhouse Structures Project (850C) Miwok Classroom 120 interior finishes renovation work for the Environmental Landscape program.
Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community
College District (hereinafter called District) and
Vendor: AL Hefley, Inc.
Address: 733 Lassen Street, Richmond, CA 94805 Attn: Glen Hefley tel: 510-233-4515 fax: 510-233-2549

I. NATURE AND EXTENT OF SERVICE
Vendor shall furnish the following services: for project 850C: Supply, assemble and install the following equipment: 96 bin
storage shelving system; two 15 bin shelving storage system; mobile pipe rack; fixed plywood storage rack; two mobile work
benches. Supply, fabricate and install four 4x8 tool peg boards; frames and tool storage hooks; remove existing excess wood
cabinet bases and repair existing cabinet bases to fit; cut back and cap existing irrigation sprinkler lines to facilitate exterior gate
installation.

II. COMPENSATION
Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of
invoice by Fiscal Services. Total Payment: Thirteen Thousand Three Hundred and Forty Seven dollars ($13,347.00) Note:
Invoices must be submitted for payment.

III. SCHEDULE OF WORK: Work is to be scheduled between October 15, 2007 and January 11, 2008.

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

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

VI. REPORTING
Vendor shall report to Jake Skaer after completing this Agreement.

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

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

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

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

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

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

XIV. NO DISCRIMINATION
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

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

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

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<th>CONTRACTOR</th>
<th>DISTRICT</th>
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<td>(Signature)</td>
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<tr>
<td>(Title)</td>
<td>Vice-President of Business Operations or designee</td>
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MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: PE Complex Portables Project (850F)
On Site Temporary Storage for PE Relocation
Waterfront Container Leasing Co., Inc.

Date: January 15, 2008
Item & File No. C.13.H.5(b)

Reason for Board Consideration:

RATIFICATION

Enclosure(s):

Pre-Approved Lease Agreement

BACKGROUND:

On December 11, 2007 the Board of Trustees approved a lease agreement with Waterfront Container Leasing Co, Inc. for on-site temporary storage for the PE Complex Alterations project. Five 20 foot dry cargo storage containers will be utilized for approximately 18 months while PE Complex personnel are temporarily moved out of the building during construction.

18 month lease five (5) 8’x20’ containers $ 5,850
Delivery & pick up fees $ 1,800
Admin charges $ 375
Locks $ 500
$ 8,525

Tax on lease & locks $ 493
$ 9,018

Shelves & installation (non-taxable items) $ 3,650
Total Lease Agreement $12,668

The Board is now asked to ratify an 18 month lease for on-site storage containers not to exceed $12,668.

FISCAL IMPACT:

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

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify an 18 month lease with Waterfront Container Leasing Co, Inc. not to exceed $ 12,668 for the PE Complex Portables project (850F) for temporary on-site storage while personnel in the PE Complex are temporarily relocated during construction.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

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

No. DSL0712-005

WATERFRONT CONTAINER LEASING CO., INC.

AND

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

And

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

This Agreement shall be effective from December 10th 2007.

The Parties hereby agree as follows:

1) EQUIPMENT COVERED

This Agreement covers:

Five (5) units of 20' Dry Cargo Containers in Storage Grade, Wind & Watertight, with lock-boxes.

A modification charge of US$100.00 for each lock-box installed shall apply such charge to be paid in advance.

2) LIMITATION

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

3) EQUIPMENT UNIT NUMBERS

See Appendix B.

4) LEASE PERIOD

The lease period shall be no less than twelve (12) months from the date the last unit of Equipment is placed on hire to Lessee.

5) LEASE RATE

A monthly lease rate of US$65.00 shall apply for each unit of 20' Container.

Lease rate is for equipment only. All operational and maintenance costs shall be for Lessee’s account.
6) **SHIPPING & TRUCKING CHARGES**

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

7) **ADMINISTRATION FEE**

US$25.00 per unit.

8) **GATE-OUT HANDLING CHARGES**

US$25.00 per unit.

9) **GATE-IN HANDLING CHARGES**

US$25.00 per unit.

10) **DELIVERY LOCATION**

Marin Community College District  
700 College Avenue  
Kentfield, CA 94914

11) **BILLING AND PAYMENT**

Lessee shall be billed monthly charges in advance. Lessee shall remit payment to Lessor’s designated account by check or wire transfer within thirty (30) days from the date of invoice.

Fees to be paid before delivery of Equipment:

- Installation of 5 lock-boxes – US$100.00 per unit [Total: US$500.00]
- Delivery charge – US$180.00 [Total: US$900.00]
- Redelivery Charge – US$180.00 [Total:US$900.00]

12) **BILLING ADDRESS**

Lessee’s billing address is:

Marin Community College District  
P.O. Box 144003  
Kentfield, CA 94914.
13) NON-PERFORMANCE

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

14) BUILD-DOWN PERIOD

Not Applicable

15) REDELIVERY

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

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

16) OFF-HIRE PROCEDURE/DAMAGED EQUIPMENT

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

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

In the event of loss or constructive total loss of Equipment through damage during the lease period of this Agreement, Lessee shall pay Lessor a fixed replacement value of US$2,300.00 per unit of 20’ container. Lessor shall under all circumstances remain the owner of Equipment and payment of replacement or casualty value is not deemed a sale of the Equipment. Salvage rights to all equipment shall remain with Lessor.
Should it be determined within Six (6) months from the declaration of total loss that such an event did not occur, Lessor will reimburse the previously paid replacement value, less per diem due from the date of the original occurrence until the restatement date, plus an administration fee of US$100.00 per unit of equipment. Lessor will not entertain request by Lessee to reinstate any unit of Equipment that was the subject of a loss declaration, after the said six-month period.

18) INSURANCE

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

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

19. HOLD HARMLESS

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

20) WARRANTY

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

21) TAXATION

Any duties and taxes in connection with this Agreement shall be for Lessee’s account.
22) DURATION OF AGREEMENT & TERMINATION

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

23) OTHER TERMS & CONDITIONS

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

24) GOVERNING LAW

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

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

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

(LESSEE)  
MARIN COMMUNITY COLLEGE DISTRICT  
By: _______________________  
[print name]  
Title:  
Date:
APPENDIX A

TERMS AND CONDITIONS

TERM LEASE AGREEMENT NO. DLS0712-005

Between

WATERFRONT CONTAINER LEASING CO., INC. (hereinafter "LESSOR") a California corporation, with offices at 101 The Embarcadero, Suite 200, San Francisco, CA 94105, U.S.A.

And

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

THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

10. Lessee shall pay the rental specified by this lease promptly after being invoiced. In the event that Lessee does not make the aforementioned rental payments, Waterfront may charge and Lessee shall pay interest at the rate of 1.5% per month or the maximum amount as may be permissible under applicable law on the unpaid rentals. In addition to payment of the rental, Lessee shall pay all taxes, fees and assessments of every kind and nature whatsoever, including but not limited to, sales tax, property tax or any other tax, charge, fee, assessment or levy whatsoever (herein called the "Charges") which may be assessed against

MARIN COMMUNITY COLLEGE DISTRICT
LEASE AGREEMENT NO. DLS8713-965
Waterfront in respect of the use, transportation, operation and possession of any unit of Equipment. In the event that charges are not paid or contested as herein provided, then, in addition to all other remedies reserved to Waterfront hereunder and at law and in equity, Waterfront may, but is not obligated to, pay the Charges and collect the same, plus interest at 1.5% per month, from Lessee.

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

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

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

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

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

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

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

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

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

(LESSOR)
WATERFRONT CONTAINER LEASING CO., INC.

By: __________________________

[print name]:

Title:

Date:

(LESSEE)
MARIN COMMUNITY COLLEGE DISTRICT

By: __________________________

[print name]

Title:

Date:

MARIN COMMUNITY COLLEGE DISTRICT
LEASE AGREEMENT NO. DLS9712-005
APPENDIX B

Term Lease Agreement No. DSL07012-005

Equipment Unit Number

<table>
<thead>
<tr>
<th>No.</th>
<th>Equipment</th>
<th>Unit Number</th>
<th>Delivery Date</th>
<th>Delivery Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20' Container</td>
<td></td>
<td></td>
<td>Kentfield, CA.</td>
</tr>
<tr>
<td>2</td>
<td>20' Container</td>
<td></td>
<td></td>
<td>Kentfield, CA</td>
</tr>
<tr>
<td>3</td>
<td>20' Container</td>
<td></td>
<td></td>
<td>Kentfield, CA.</td>
</tr>
<tr>
<td>4</td>
<td>20' Container</td>
<td></td>
<td></td>
<td>Kentfield, CA</td>
</tr>
<tr>
<td>5</td>
<td>20' Container</td>
<td></td>
<td></td>
<td>Kentfield, CA.</td>
</tr>
<tr>
<td>Description</td>
<td>Quantity</td>
<td>Price</td>
<td>Unit</td>
<td>Total</td>
</tr>
<tr>
<td>-------------</td>
<td>---------</td>
<td>-------</td>
<td>------</td>
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</tr>
<tr>
<td>bonsai</td>
<td>1</td>
<td>490.00</td>
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<tr>
<td>bonsai</td>
<td>1</td>
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</tr>
<tr>
<td>bonsai</td>
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<tr>
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<tr>
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<td>ea</td>
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</tr>
<tr>
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<td>1</td>
<td>10.00</td>
<td>ea</td>
<td>10.00</td>
</tr>
<tr>
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<td>5.00</td>
<td>ea</td>
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<td>bonsai</td>
<td>1</td>
<td>2.00</td>
<td>ea</td>
<td>2.00</td>
</tr>
<tr>
<td>bonsai</td>
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<tr>
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<td>bonsai</td>
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</tr>
<tr>
<td>bonsai</td>
<td>1</td>
<td>0.10</td>
<td>ea</td>
<td>0.10</td>
</tr>
</tbody>
</table>

**Total**: 15,375.00
BOARD AGENDA ITEM

To: Board of Trustees                                      Date: January 15, 2008
From: Superintendent/President                             Item & File No. C.13.H.5(c)
Subject: Austin Science Center Roof Repairs Project (850E)   Enclosure(s): Change Order # 2
          Scope changes
          Change Order # 2 – American Services Co.
Reason for Board Consideration: APPROVAL

BACKGROUND:

On October 9, 2007 the Board awarded a contract to American Services Co. to repair the Austin Science Center Roof Repairs project (850E). Change Order # 1 was a deductive change order for scope changes. Change Order # 2 is for scope changes triggered by a field condition encountered during power washing of the existing roof system. Change Order # 2 is presented herein for approval, as follows:

Change Order # 2 - Remove deteriorated wet foam; install new foam membrane; install Ultraguard 5500 Silicone Base coat and ceramic granules over new repairs. Install silicone seal at drain ring and drain bowl to prevent ongoing water intrusion at drain.

Total Change Order # 2 $ 20,262

FISCAL IMPACT:

Change Order # 2 will be paid from Measure C bond funds. The total amount of this contract to date is $224,492, including 9% in change orders, as follows:

Original Contract $ 207,454
Change Order # 1 ($ 3,224)
Change Order # 2 $ 20,262

Total Contract $ 224,492

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order # 2 to American Services Co. in the amount of $20,262 for the Austin Science Center Roof Repairs Project (850E).

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
**PROJECT:** Austin Science Center Roof Repairs

**PROJECT No:** 8608

**CONTRACTOR:** American Services Co.

**OWNER:** Marin Community College District

**ARCHITECT:** McGinnis & Chen Architects

---

**TO:** CONTRACTOR NAME

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

**Item Number** | **Description** | **Price**
--- | --- | ---
F.C.O. 2 from Am. Sves. dated November 29, 2007 | Remove 1,559 square feet of deteriorated, wet foam to original asphalt, built-up roof. Install new foam membrane to match height of surrounding roof system. Install Ultraguard 5500 Silicone Base coat and ceramic granules over new repairs | $17,193.00

F.C.O. 3 from Am. Sves. dated November 30, 2007 | Install silicon seal at juncture of drain ring and drain bowl to prevent on-going water intrusion at drains. | $3,669.00

---

**End of Items**

**SUBTOTAL:** $20,862.00

**Owner’s Unspecified Allowance:** $0.00

**Less previous authorizations against Allowance:** $0.00

**Amount authorized to be paid from the Allowance by this Change Order:** $0.00

**Remaining Owner’s Unspecified Allowance:** $0.00

**Amount required to be added to Contract Amount (in case Allowance is exhausted):** $0.00

**TOTAL:** $20,862.00

---

**AGREEMENT**

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

**CONTRACT VALUE ADJUSTMENT**

- **Original Contract Price:** $207,454.00
- **Net Change By Previously Authorized Change Order:** -$3,224.00
- **Contract Price Prior To This Change Order:** $204,230.00
- **Contract Price Will Be:**
  - Increased: $20,862.00
  - Decreased: By this Change Order
  - Unchanged: $0.00
- **New Contract Price Including This Change Order:** $224,192.00

**TIME ADJUSTMENT**

- **Contract Time Will Be:**
  - Increased: By this Change Order
  - Decreased: By this Change Order
  - Unchanged: $0.00
- **Date of Substantial Completion As Of The Date Of This Change Order:**

---

**ISSUED BY CONSTRUCTION MANAGER**

Swinerton Management & Consulting

**By:** Jake Shaer, Construction Manager

**Date:**

**RECOMMENDED BY PROGRAM MANAGER**

Swinerton Management & Consulting

**By:** Rich Graziano, Program Manager

**Date:**

**APPROVED BY**

Marin Community College District

**By:**

**Date:**

**AGREED BY CONTRACTOR**

**By:**

**Date:**

**RECOMMENDED BY OWNER**

Marin Community College District

**By:**

**Date:**

**AUTHORIZED BY OWNER**

Marin Community College District

**Authorized By:**

**Date:**

Distribution: Owner Consultant Construction Manager Contractor C.O. File Other
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 15, 2008
Item & File No. C.13.H.5(d)

Subject:
Pool Boiler Replacement Project (407A)
Scope changes
Change Order # 2 and Notice of Completion – Banner Enterprises, Inc.

Reason for Board Consideration:
ACTION APPROVAL
Enclosure(s):
Change Order # 2 and NOC

BACKGROUND:

On July 17, 2007 the Board awarded a contract to Banner Enterprises, Inc. to complete the Pool Boiler Replacement Project (407A). This project is substantially complete and therefore the Notice of Completion and Change Order # 2 are presented herein for approval, as follows:

Total Change Order Credit  ($ 9,785) Allowance in contract and provide a Weiss Digital thermometer.

FISCAL IMPACT:

Change Order # 2 will be credited to Measure C bond funds. The total amount of this contract to date is $29,552, including a 25% credit in change orders, as follows:

Original Contract  $ 39,337
Change Order #1  $ 0 (no cost – contract time extension)
Change Order #2  ($ 9,785)

Total Contract  $ 29,552

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Notice of Completion for the Pool Boiler Replacement Project (407A) and Change Order # 2 (deduct) in the amount of ($ 9,785) to Banner Enterprises, Inc.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
For: BANNER ENTERPRISES

You are directed to make the following changes in this Contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Allowance in contract</td>
<td>-$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Provide a Ween Digital thermometer</td>
<td>$215.00</td>
</tr>
</tbody>
</table>

**End of Items**

**SUBTOTAL:** $-9,785.00

**Owner's Unspecified Allowance:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less previous authorization against Allowance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Amount authorized to be paid from the Allowance by this Change Order</td>
<td>$0.00</td>
</tr>
<tr>
<td>Remaining Owner's Unspecified Allowance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Amount required to be added to Contract Amount (in case Allowance is exhausted)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL:** $-9,785.00

**NOTE:** Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work, complete supply and installation of materials and equipment; Contractor's fee, profit, and overhead, administration, personal conduct, all other indirect costs; and associated additional bond and insurance premiums.

---

**AGREEMENT**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Original Contract Price:</td>
</tr>
<tr>
<td>2.</td>
<td>Net Change By Previously Authorized Change Order:</td>
</tr>
<tr>
<td>3.</td>
<td>Contract Price Prior To This Change Order:</td>
</tr>
<tr>
<td>4.</td>
<td>Contract Price Will Be:</td>
</tr>
<tr>
<td>5.</td>
<td>New Contract Price Including This Change Order:</td>
</tr>
</tbody>
</table>

**TIME ADJUSTMENT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contract Time Will Be:</td>
</tr>
</tbody>
</table>

**DATE OF SUBSTANTIAL COMPLETION AS OF THE DATE OF THIS CHANGE ORDER:**

---

**ISSUED BY CONSTRUCTION MANAGER**

Swenetron Management & Consulting  
By: Daniel Eggen, Project Manager  
Date: 12/27/2007

**AGREED BY CONTRACTOR**

By:  
Date:

**RECOMMENDED BY PROGRAM MANAGER**

Swenetron Management & Consulting  
By: Nick Graziano, Program Manager  
Date:

**RECOMMENDED BY OWNER**

Marin Community College District  
By: Bob Thompson, Director of Maintenance & Operations  
Date:

**APPROVED BY**

Marin Community College District  
By: Virginia Chernock, Director of Modernization  
Authorized By: Albert J. Harrison II  
IP College Operations  

**DISTRIBUTION:**  
Owner  Consultant  Construction Manager  Contractor  C.O. File  Other
RECORDEING REQUESTED BY:

When recorded mail to:
Director of Modernization
Marin Community College District
P.O. Box 144003
Kentfield, CA 94914

---

Notice of Completion
(In pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

In execution of this Notice, notice is hereby given that:
1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Marin Community College District.
3. The address of the owner is 835 College Ave, Kentfield CA 94904.
4. The nature of the estate or interest is: Marin Community College District.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:
   NAMES                        ADDRESSES

6. Work of alteration on the property hereinafter described was completed on: January 15, 2008
7. The Project Name & Number are POOL BOILER REPLACEMENT, 407A
8. The contractor for such work of modernization is BANNER ENTERPRISES, INC.
9. The name of the contractor's Surety Co is AMERICAN CONTRACTORS INDEMNITY CO.
10. The date of contract between the contractor and the above owner is AUGUST 27, 2007
11. The street address of said property is 1800 Ignacio Valley Blvd.
12. The property on which said work of modernization was completed is in the City of Novato, County of Marin, State of California, and is described as follows: Indian Valley Campus of College of Marin

______________________________  ______________________________
Date                                      Signature of Owner
                                          Marin Community College District

---

Verification

I, undersigned, say:
I am ______________ V-Anne Chernock ______________
("Director of Modernization")

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is correct and true.

Executed on _______________________, at __________________, California.

(City or Town where signed)

(Personal signature of the individual swearing that the contents of the notice are true)
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 15, 2008
Item & File No. C.13.H.5(e)

Subject: Pomo 4 Roof Replacement Project (402B)
Change Order #2 and Notice of Completion - Western Roofing Service

Reason for Board Consideration: APPROVAL
Enclosure(s): Change Order #2 and NOC

BACKGROUND:

On September 18, 2007 the Board awarded a contract to Western Roofing Service to replace the Pomo 4 Roof (Project 402B). This project is substantially complete and therefore the Notice of Completion and Change Order #2 are presented herein for approval, as follows:

Total Change Order Credit ($ 7,196) Unforeseen site conditions:
- Raise (3) existing West side roof vent curbs
- Credit for not removing existing plywood and installing all new plywood sheathing due to structural integrity of existing roof sheathing exposed during the construction process
- Credit for reduced dump fees

FISCAL IMPACT:

This project change order will be credited to Measure C bond funds. The total amount of this contract to date is $214,697, including a 2% credit in change orders, as follows:

Original Contract $ 219,098
Change Order #1 $ 2,795
Change Order #2 ($ 7,196)

Total Contract $ 214,697

$ 100,000 of the total contract amount was paid by State Funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Notice of Completion for the Pomo 4 Roof Replacement Project (402B) and Change Order #2 (deduct) in the amount of ($7,196) to Western Roofing Service.
**CONTRACT CHANGE ORDER**

**PROJECT:** Panos 4 Roof Replacement Project  
**PROJECT No.:** 402A  
**CONTRACTOR:** Roofing Constructors, Inc. d/b/a Western Roofing Service  
**OWNER:** Marin Community College District  
**Architect:** HKIT Hardison K变动oski Isele & Tucker  

---

**C.O. #:** 2  
**Date:** January 15, 2008  

---

To (Contractor): Roofing Constructors, Inc. d/b/a Western Roofing Service  

You are directed to make the following changes in this contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Cost</th>
<th>Time: zero days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Labor, materials and equipment associated with making 3 existing West side roof curbs to receive new roofing material and avoid water intrusion issues. The work is of a proposal price only with additional work requested by the District not in current construction contract. Reference: PCO #4, dated 12/19/07.</td>
<td>$393.00</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Credit to District for labor, materials and equipment associated with the installation of new plywood sheathing deemed unnecessary due to the structural integrity of existing roof sheathing exposed during the construction process. Reference: PCO #5, dated 12/19/07.</td>
<td>($5,890.00)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Credit to District for labor associated with the removal of existing roof plywood sheathing deemed unnecessary due to the structural integrity of existing roof sheathing exposed during the construction process. Reference: PCO #6, dated 12/19/07.</td>
<td>($1,473.00)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Credit to District for dumpster fees associated with the removal of existing roof plywood sheathing deemed unnecessary due to the structural integrity of existing roof sheathing exposed during the construction process. Reference: PCO #7, dated 12/19/07.</td>
<td>($226.00)</td>
<td></td>
</tr>
</tbody>
</table>

**End of Items**

**SUBTOTAL:** ($7,196.00)

**TOTAL:** ($7,196.00)

---

**AGREEMENT**

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

<table>
<thead>
<tr>
<th>Original Contract Price:</th>
<th>$219,990.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Change By Previously Authorized Change Order:</td>
<td>$2,793.00</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order:</td>
<td>$221,783.00</td>
</tr>
<tr>
<td>A. That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made; and</td>
<td></td>
</tr>
<tr>
<td>Contract Price Will Be:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>✗ Increased:</td>
</tr>
<tr>
<td></td>
<td>✗ Decreased:</td>
</tr>
<tr>
<td></td>
<td>☐ Unchanged:</td>
</tr>
<tr>
<td>New Contract Price Including This Change Order:</td>
<td>($7,196.00)</td>
</tr>
<tr>
<td>B. That all the Terms and Conditions of the Contract, except as modified by this and any previous changes, shall remain in full force and effect and apply to the work so changed.</td>
<td></td>
</tr>
<tr>
<td>Contract Time Will Be:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Increased:</td>
</tr>
<tr>
<td></td>
<td>☐ Decreased:</td>
</tr>
<tr>
<td></td>
<td>☐ Unchanged:</td>
</tr>
<tr>
<td>Date of Substantial Completion As Of The Date Of This Change Order:</td>
<td>1/15/2008</td>
</tr>
</tbody>
</table>

---

**ISSUED BY CONSTRUCTION MANAGER**  
**Swinerton Management & Consulting, Inc.**  
| By: | Debba Rocho-Macklin, Construction Manager |
| Date: | |

---

**RECOMMENDED BY PROGRAM MANAGER**  
**Swinerton Management & Consulting, Inc.**  
| By: | Rich Grattano, Program Manager |
| Date: | |

---

**RECOMMENDED BY OWNER**  
**Marin Community College District**  
| By: | Bob Thompson, Director of Maintenance & Operations |
| Date: | |

---

**APPROVED BY**  
**Marin Community College District**  
| By: | F. Anne Charmack, Director of Modernization |
| Date: | |

---

**AUTHORIZED BY OWNER**  
**Marin Community College District**  
| By: | Al Harrison, VP College Operations |
| Date: | |

---

**Distribution:**  
[ ] Owner  [ ] Consultant  [ ] Construction Manager  
[ ] Contractor  [ ] C.O. File  [ ] Other
Notice of Completion  
(In pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Marin Community College District.
3. The address of the owner is 835 College Ave, Kentfield CA 94904.
4. The nature of the estate or interest is: Marin Community College District.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>ADDRESSES</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

6. Work of modernization on the property hereinafter described was completed on: January 13, 2008.
7. The name of the Project was Pomo 4 Roof Replacement Project. The Project Number was 402B.
8. The contractor for such work of modernization is Roofing Constructors, Inc. dba Western Roofing Service.
9. The contractor’s surety company is Safeco Insurance Company of America.
10. The date of contract between the contractor and the above owner is October 11, 2007.
11. The street address of said property is 1800 Ignacio Boulevard.
12. The property on which said work of modernization was completed is in the City of Novato, County of Marin, State of California, and is described as follows: Pomo 4 Roof Replacement (Project # 402B), College of Marin, Indian Valley Campus.

January 15, 2008
Date
Signature of Owner – Marin Community College District

Verification

I, undersigned, say:
I am Director of Modernization  
("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on January, 15, 2008, at Kentfield, California.

(City or Town where signed)

(Personal signature of the individual swearing that the contents of the notice are true)
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:          Board of Trustees                                    Date:       January 15, 2008
From:        Superintendent/President                                         Item & File No. C.13.H.5(f)
Subject:     Geothermal Fields KTD (305B) & IVC (417B)
             Award Construction Contract
Reason for Board Consideration:                                         Enclosure(s):

ACTION – AWARD

BACKGROUND:

On November 7, 2007 the Board authorized the District to accept bids for the Geothermal Fields KTD (305B) & IVC (417B) Project. Bids were opened on January 8, 2008. Three bids were received.

The apparent low responsible bidder is Trison Construction $ 4,949,977

FISCAL IMPACT:

The engineer’s estimate for combined projects is $5,345,000. This project will be paid from bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board award a construction contract for the Geothermal Fields KTD (305B) & IVC (417B) Projects to Trison Construction, subject to successful completion of the mandatory 5 day protest period.

Administrator Initiating Item  Administrator Approving Item
V-Anne Chernock  Albert J. Harrison
Director of Modernization  Vice President, College Operations
BACKGROUND:

In accordance with Board Policy 6.0017 on External Consultants and Evaluators, attached for your information is a listing of all External Consultants and External Evaluators with whom we entered into a contract in excess of $1,000 with a description of services provided.
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201143</td>
<td>Marin Central Collections</td>
<td>Police</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Hazardous Material Permit for Indian Valley Campus.</td>
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<td></td>
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<tr>
<td>P0201144</td>
<td>Marin Central Collections</td>
<td>Police</td>
<td>$1,024.00</td>
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<tr>
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<td>Hazardous Material Permit for Kentfield Campus.</td>
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<td>P0201153</td>
<td>Easy Permit Postage</td>
<td>Logistics</td>
<td>$13,000.00</td>
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<tr>
<td></td>
<td>Mailing processing services for schedules and mailing on account.</td>
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<tr>
<td>P0201154</td>
<td>Getty Images</td>
<td>Communications</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Photography stock service fees for brochures, schedules and marketing material.</td>
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<tr>
<td>P0201159</td>
<td>Casey Printing</td>
<td>Communications</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Printing services for IVC mailer to promote classes at the Indian Valley Campus.</td>
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<td>P0201160</td>
<td>Xerox Corporation</td>
<td>Logistics</td>
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<td>Maintenance and service agreement for DC12 Color copier Serial #Fu2009641.</td>
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<td>P0201168</td>
<td>Terminix International</td>
<td>Maintenance</td>
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<td>Monthly pest control services for the Kentfield Campus.</td>
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<td>P0201174</td>
<td>Lefler Engineering, Inc</td>
<td>Maintenance</td>
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<td></td>
<td>Provide, design and document the heater install in M1-300, Kentfield Maintenance Yard.</td>
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<tr>
<td>P0201185</td>
<td>National League for Nursing Accrediting Commission</td>
<td>Maintenance</td>
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<td>Accreditation annual fee for Associate Degree and RN Programs for Nursing Program.</td>
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<td>P0201198</td>
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<td>Bulk mailing/processing services permit 53 for schedules and mailing on account.</td>
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<td>Pitney Bowes Postage By Phone</td>
<td>Logistics</td>
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<td>Postage for first class mailing services for in house daily mail processing.</td>
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<td>P0201201</td>
<td>Marin Independent Journal</td>
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<td>Advertising services in the TV guide section of the newspaper.</td>
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<td>P0201207</td>
<td>Visual Media Solutions</td>
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<td>Printing services for the College of Marin Foundation mailer.</td>
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<td>P0201215</td>
<td>Hutton Sherer Marketing Advertising Design</td>
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<td>Advertising services for radio and TV advertising campaign Spring 2007.</td>
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<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
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<td>Reliable Distribution, Inc</td>
<td>Logistics</td>
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<td>Distribution services for credit schedule</td>
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<td>Marin County</td>
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<td>P0201229</td>
<td>Pacific Sun</td>
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<td>Internet website link advertising services</td>
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<td>P0201230</td>
<td>Bickmore Risk Services</td>
<td>Human Resources</td>
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<td>Ergonomics evaluation for employee work</td>
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<td>P0201232</td>
<td>Marin Independent Journal</td>
<td>Logistics</td>
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<td>Advertising services in the TV guide</td>
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<td>P0201239</td>
<td>EBSCO Subscription Service</td>
<td>Library</td>
<td>$14,429.09</td>
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<td>Annual service for library online database</td>
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<td>P0201263</td>
<td>Edward S Wodenjak</td>
<td>Community Services</td>
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<td>Instructor service fees for CES courses</td>
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<td>number 8319 and 8321 for Fall 2007</td>
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<td>Digital Camera classes.</td>
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<td>P0201276</td>
<td>Fahy Tree Service</td>
<td>Maintenance-Grounds</td>
<td>$3,200.00</td>
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<td>Removal services of tree in Auto Shop</td>
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<td>Yard, building number 14.</td>
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<td>P0201283</td>
<td>Roy C. Phares Enterprises</td>
<td>Maintenance-IVC</td>
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<td>Installation services to install power</td>
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<td>elbows in two manhole on the Indian Valley</td>
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<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$22,230.00</td>
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<td>Legal services for November 2007</td>
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<td>WR Forde Construction</td>
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<td>Repair/replacement services for domestic</td>
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<td>water line at Indian Valley Pomo building.</td>
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<td>P0201304</td>
<td>Consortium For Open Learning</td>
<td>Learning Resources</td>
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<td>Agreement for database services for Fall</td>
<td>Center</td>
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<td>Carrier Commercial Services</td>
<td>Maintenance-IVC</td>
<td>$1,383.94</td>
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<td>Agreement for services to repair the</td>
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<td>chiller/HVAC, service in September 2007.</td>
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<td>P0201329</td>
<td>Sausalito Moving &amp; Storage, Inc</td>
<td>Maintenance-IVC</td>
<td>$1,000.00</td>
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<td>Moving services for various maintenance</td>
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<td>moves on the Kentfield Campus.</td>
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<td>P0201330</td>
<td>Hutton Sherer Marketing Advertising Design</td>
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<td>Advertising services for radio, TV, print</td>
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<td>media and production for Spring 2007</td>
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<td>campaign.</td>
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<td>Casey Printing</td>
<td>Communications</td>
<td>$2,500.00</td>
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<td>Printing services for the Community report,</td>
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<td>105000 pieces.</td>
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<td>Agreement Number</td>
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<td>Location/Dept.</td>
<td>Amount</td>
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<td>Ikon Office Solutions</td>
<td>Logistics</td>
<td>$2,000.00</td>
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<td>Service/Maintenance agreement for Cannon copiers in the Mail Room, Harlan Center and Science Center.</td>
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<td>P0201337</td>
<td>Xerox Corporation</td>
<td>Logistics</td>
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<td>Service/Maintenance agreement for Nuvera 100 Copier, Serial Number KRC 556280, in reprographics department.</td>
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<td>US Postal Service</td>
<td>Logistics</td>
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<td>Bulk mail services for mailing using Permit 08.</td>
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<td>P0201344</td>
<td>Marin Independent Journal</td>
<td>Communications</td>
<td>$5,000.00</td>
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<td></td>
<td>Advertising services in the TV guide section of the newspaper.</td>
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<tr>
<td>P0201345</td>
<td>Education to Go</td>
<td>Communications</td>
<td>$1,352.00</td>
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<td>Online classes for December 2007.</td>
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<td>P0201359</td>
<td>LawRoom</td>
<td>Human Resources</td>
<td>$1,530.00</td>
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<td>Annual membership for employment law/compliance information and training services.</td>
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<tr>
<td>P0201361</td>
<td>Prestek, Inc</td>
<td>Logistics</td>
<td>$4,041.00</td>
</tr>
<tr>
<td></td>
<td>Annual maintenance agreement for Direct to Plate maker DPM34 and scanmaster used in making plates for the reprographics' print press.</td>
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<tr>
<td>P0201362</td>
<td>Getty Images</td>
<td>Logistics</td>
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<tr>
<td></td>
<td>Photography stock services for supply photos for Indian Valley flyer and other marketing publications.</td>
<td></td>
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</tbody>
</table>

**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
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<tbody>
<tr>
<td>P0201240</td>
<td>FloorTec</td>
<td>Career Education</td>
<td>$4,999.87</td>
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<td>Carpet installation services for Miwok 214.</td>
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<tr>
<td>P0201247</td>
<td>WK McElhan Company</td>
<td>Maintenance-Grounds</td>
<td>$1,800.00</td>
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<tr>
<td></td>
<td>Repair/replace, paving and grinding services for various sidewalks at the Kentfield Campus.</td>
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<tr>
<td>P0201248</td>
<td>Fahy Tree Service</td>
<td>Maintenance-Grounds</td>
<td>$1,820.00</td>
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<tr>
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<td>Removal services of fallen tree Lot #15 PG&amp;E easement.</td>
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**Measure C**

<table>
<thead>
<tr>
<th>Agreement Number</th>
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<th>Location/Dept.</th>
<th>Amount</th>
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<tbody>
<tr>
<td>P0201315</td>
<td>McGraw-Hill Construction Regional Publications</td>
<td>Measure C</td>
<td>$1,748.00</td>
</tr>
<tr>
<td></td>
<td>Legal advertisements for Geothermal Fields, Projects 305B and 417B, with run dates on December 4 and December 10, 2007.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>