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

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

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

A. Board Study Session – 2:00 to 3:30 p.m., Deedy Staff Lounge, Kentfield Campus

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

2. Modernization Workshop (2:00 to 2:45 p.m.)
   a. Design Review
      Geothermal Fields (#305B & #417B)
      Alpha Tech Cambridge Group, Inc.
   b. Design Review
      PE Complex PV (#308D) – Kentfield Campus
      Alpha Tech Cambridge Group, Inc.
   c. Parking Lot-Bioswale (#401B) & Pathways (#413A)
      Indian Valley Campus
      Royston, Hanamoto, Alley & Abey and CSW/Stuber-Stroeh
      Engineering

3. Board Discussion Re. LEED (2:45 to 3:00 p.m.)
   Trustee Treanor

4. IVC Pool Locker/Shower Repair (3:00 to 3:15 p.m.)
   Al Harrison

5. Board Self-Evaluation (3:15 to 3:30 p.m.)
   Trustee Hayashino
B. Closed Session – 3:30 p.m. in SS A&B, Kentfield Campus

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

(a) Request for Public Comment on Closed Session Agenda

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

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

(b) Significant exposure to litigation pursuant to subdivisions (b) of Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
Five cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
Mize-Kurzman vs. MCCD (Marin Superior Court)
S. Rollison vs. MCCD
UPM/Graham vs. MCCD – Grievance Arbitration
UPM vs. MCCD – Retiree Incentive Arbitration

(c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSTION/DISMISSAL/RELEASE/Separation (Government Code Section 54957)

REGULAR MEETING AGENDA
Deedy Staff Lounge, Kentfield – 6:30 p.m.

C. Regular Meeting

1. Call to Order (1 minute)

2. Approval of Minutes (2 minutes)
   ▪ Minutes of October 9, 2007 Board Meeting

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

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

5. Chief Executive Officer's Report (5 minutes)
   a. Staff Reports (45 minutes)
      (1) Bolinas Task Force Update (Fran White)
      (2) COMet Update (Al Harrison)
      (3) Modernization Update (V-Anne Chernock)
      (4) Sustainability Update (V-Anne Chernock)
      (5) Program Review Update (Anita Martinez)
         a) Basic Skills English – Carol Adair
         b) ESL – Sara McKinnon
         c) Journalism – Michael Dougan
         d) Multi-Media Studies – Derek Wilson
         e) Nursing – Roz Hartman
         f) Technology Work Plan – Anita Martinez
         g) Testing – Patricia Torres
      (6) Enrollment Update: Basic Skills Initiative
         (Anita Martinez & Susan Andrien)

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

9. Board Study Session
   a. Energy Audit (Al Harrison)

10. Items for Possible Future Board Agendas (5 minutes)
    a. Shared Use Agreement – Sustainable Horticulture Program at IVC (December)
    b. Ground Lease with Marin County Sheriff’s Department (2008)
    c. Five-Year Scheduled Maintenance Plan (December)
    d. Adoption of Board of Trustees 2008 Meeting Schedule (December)

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

    A. Calendar of Upcoming Meetings & Other Special Events

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

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

    Other Special Events:

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

ASCOM Sponsored Thanksgiving Lunch – November 13, 11:30 a.m. to 1:00 p.m., Internet Café, Indian Valley Campus

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

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

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

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

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. Appointment of Hourly Personnel
   3. Temporary Increase/Decrease in Classified Assignment

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

D. Short-Term Hourly Positions

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

F. Warrant Approval

G. Declaration of Surplus Property – Miscellaneous Equipment

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

   A. Approve College of Marin Unfunded Liability Funding Plan

   B. Approve Authorization to Proceed with Bid to Repair IVC Pool Lockers/Shower
C. Reject Second Tort Claim – Pamela Mize-Kurzman

D. Approve Resolution Authorizing Destruction and/or Disposal of Fiscal Services and College Operations Records

E. Modernization (Measure C)
   1. Approve Resolution Certifying the Final Environmental Impact Report for the Kentfield Campus
   2. Approve Resolution Certifying the Final Environmental Impact Report for the Indian Valley Campus
   3. Approve Measure C Bond Program Furniture Procurement – Kentfield & Indian Valley Campuses
      Piggyback Contract with Foundation for California Community Colleges (FCCC)
   4. Designation of Specific Materials, Products, Goods or Services on Bond Project
      a. TMP Services Co. – DSA Certified Access Ramps for Portables – PE Complex Portables Project (#850F)
   5. Award/Approve Professional Services Agreements/Amendments
      a. Campus Corner (DSPS/Health Services Relocation - #850G)
         Design Services
         HKIT Amendment #4
      b. Parking Lot-Bioswale (#401B) & Pathways (#413A)
         Transportation Tech Complex (#402A)
         Campus Corner (DSPS/Health Services Relocation - #850G)
         Alfa Tech Cambridge Group Amendment #13
      c. Geothermal Fields Kentfield & IVC (#305B & #417B)
         and Parking Lot-Bioswale (#401B)
         Campus Corner (DSPS/Health Services Relocation - #850G)
         Civil Engineering Services
         CSW/Stuber Stroch Engineering Amendment #13
      d. New Fine Arts Building Project (#306C)
         Equipment Specialist Services
         Marcy Wong Donn Logan Architects Amendment #3
      e. Fire Mitigation (#418A) & Shade & Greenhouse Structure (#850C)
         Arborist Services
         Moritz Arboricultural Consulting – New Short-Form Professional Services Agreement
      f. PE Complex Portables (#850F) & Geothermal Fields
         Kentfield & IVC (#305B & #417B)
         GeoTech Utility Locating LLC – New Short-Form Professional Services Agreement
   6. Approve Procurement Purchase Agreement
      a. PE Complex Portables (#850F)
         TMP Services, Inc. – Award Contract
7. Award Construction Contract
   a. PE Complex Portables (#850F)
      Construction Contract for Utility Connections
      and Site Work – Contractor to be Announced

8. Contract Ratification
   a. POMO 4 Roof Replacement (#402B)
      Western Roofing Service – New Construction Contract
   b. Performing Arts Modernization (#306A)
      Sensible Environmental Solutions, Inc. – New Short-Form
      Professional Services Agreement
   c. Austin Science Center Roof Repairs (#850E) - American Services
      Co.
      New Construction Contract

9. Approve Project/Authorize Bidding
   a. Geothermal Field Kentfield (#305B) & Site Development
      Utilities Kentfield (#305C)
      Emergency Utility Repair Services Associated with Kentfield
      Geothermal Field Work
      Authorize Bidding
   b. Geothermal Fields Kentfield & IVC (#305B & #417B)
      Approve Project and Authorize Bidding

10. Change Orders
    a. Pool Boiler Replacement (#407A)
        Defective Part Replacement/Time Extension/No Cost
        Banner Enterprises, Inc. – Change Order #1
    b. PE Complex Portables (#850F)
        Interior Finishes Change
        Mobile Modular Management Corporation
        Change Order #1

13. Information Items (5 minutes)

14. Correspondence
    Correspondence in Board Packets

15. Board Meeting Evaluation (5 minutes)

16. Adjournment
RESOLUTION NO. 2004-7-20-12b.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT PROMOTING ENVIRONMENTAL STEWARDSHIP AND SUSTAINABLE FACILITIES CONSTRUCTION AND OPERATING PRACTICES

WHEREAS, Students learn best in an environment that is comfortable, healthy, naturally lit and well maintained, and studies have indicated that student achievement is greater and attendance higher when these conditions are met; and,

WHEREAS, the majority of Marin Community College District (District) facilities are in need of renovation or replacement to reach this standard of comfort and efficiency, and renovation and new campus facilities are planned for construction to accommodate students served by the District; and,

WHEREAS, building or renovating a District facility provides a unique opportunity to move beyond standard designs to create facilities with tangible benefits that have been measured in the form of increased student attendance, higher test scores, reduced operating costs, elevated faculty and staff retention, and an improved indoor environment by providing cleaner air, better acoustics, and natural light; and,

WHEREAS, sustainable building practices utilize energy, water, and materials efficiently throughout the building life cycle; enhance indoor air quality; improve occupants' health, comfort and productivity; incorporate environmentally preferable products; and thereby substantially reduce the environmental impacts associated with long-term building operations without compromising building performance or the academic mission; and,

WHEREAS, colleges incur a substantial amount in energy costs each year, and studies show that energy costs for new and renovated facilities can be reduced by approximately 25 percent when incorporating sustainable building practices and technologies; and,

WHEREAS, energy costs in California are projected to increase significantly in the next decade and such increases are estimated to take a greater percentage of the District operating budget, and,

WHEREAS, an integrated design approach can often take advantage of energy savings that become feasible when the interaction between separate building elements, such as windows, lighting, and mechanical systems are considered; and,

WHEREAS, colleges that employ sustainable and resource-efficient design and construction strategies serve to teach by example the importance of protecting the environment and preserving natural resources; and,

WHEREAS, the District already has implemented many sustainable and resource-efficient operations, design and construction standards and practices to achieve such benefits, and is committed to continuing its progress in this area; and,

WHEREAS, the development of comprehensive sustainable design criteria and the necessary implementation infrastructure is compatible with, and timely in regard to, the District's Mission Statement, the completion of the District's Facilities Master Plan, and a potential General Obligation Facilities Bond Measure; and,
NOW, THEREFORE BE IT RESOLVED: By the Board of Trustees of the Marin Community College District that a goal of the Marin Community College District will be to endeavor to site, design, deconstruct, construct, renovate, operate, and maintain District facilities and infrastructure that are models of energy, water, and material efficiency, while providing healthy, productive, and comfortable indoor environments and long-term benefits to students, faculty and staff.

BE IT FURTHER RESOLVED: That the District, when building new facilities or renovating existing facilities, shall incorporate comprehensive sustainable design criteria consistent with the US Green Building Council Leadership in Energy and Environmental Design (LEED™) Rating System, and including such measures as site orientation, energy efficient envelope, lighting, and space conditioning; water efficiency; waste management; material resource efficiency; and heat island mitigation measures; and

1. That architects be directed to follow resource-efficient design criteria, and that all architects retained by the District be selected partly on the basis of demonstrated proficiency in resource-efficient design, integrating design and construction documents and the LEED™ certification process; and

2. That projects incorporate the maximum criteria feasible and achieve the 26-point minimum based on the LEED™ Rating System.

BE IT FURTHER RESOLVED: That no later than 120 days after the adoption of this Resolution, the Superintendent/President will have prepared and presented to the Board of Trustees an Outline Plan for the development of an Environmental Stewardship Building Design and Implementation Plan. The Outline Plan will be developed in collaboration with the College of Marin’s Ad Hoc Environmental Stewardship Committee, Marin County and other agencies and organizations as appropriate.

BE IT FURTHER RESOLVED: That the Board of Trustees of the Marin Community College District directs the Superintendent/President to see that the District pursues sustainable design financial incentives from Federal, State and utility sources, and pursue partnerships that further this goal, including but not limited to:

1. The Marin County Sustainability Team housed in the Community Development Agency's Planning Department, whose goal is to work with others to develop programs that will help make the County of Marin healthy, vibrant and sustainable for many generations into the future. BEST is a program developed by the Community Development Agency, and adopted in October 2001 by the Marin County Board of Supervisors. This program exists to enhance energy efficiency and conservation in the Marin County community.

2. The Statewide Energy Management Program (SEMP) whose mission is to reduce the cost of California Community College (CCC) operations and education by advancing energy efficiency, resource conservation, and the use of solar and other renewable energy resources. SEMP will contribute to the welfare of the State by providing economic and technical resources to achieve efficiency in energy use, diversity of energy sources, and a more productive and competitive CCC workforce.

BE IT FURTHER RESOLVED: That the Board of Trustees of the Marin Community College District directs the Superintendent/President to report to the Board annually on the progress of this program and provide summary statistics on the number of new facilities and renovation projects designed and the percentage which have incorporated the Environmental Stewardship Building Design and Implementation Plan, and other statistics useful in assessing the progress of this effort.
ADOPTED, SIGNED AND APPROVED this 20th day of July, 2004.

BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT

By [Signature]
Board President

Attest:

By [Signature]
Board Secretary

STATE OF CALIFORNIA
MARIN COUNTY

I, [Signature], Secretary of the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the above and foregoing is a true and correct copy of Res 2004-7-20-12b, which was duly adopted by the Board of Trustees of Marin Community College District at a meeting thereof held on this 20th day of July 2004, and that it was so adopted by the following vote:

AYES: 7 elected trustees; 1 student trustee (advisory vote)

NOES: 0 elected trustees

ABSENT: 0

ABSTENTIONS: 0

By [Signature]
Board Secretary

AYES: Brockbank, Dolan, Hayashino, Kragenburg, Long, Moore, Tresnor
A. Board Study Session

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

The meeting of the Board of Trustees of the Marin Community College District was called to order at 3:12 p.m. by Board President Treanor in Ohlone 106 at the Indian Valley campus, all members having received notice as prescribed by law. All publicly elected Trustees were present, as well as Student Trustee Tam.

2. Modernization Workshop

a. Update on Final Environmental Impact Report

Consultant Amy Skewes-Cox advised the Board that the Final Environmental Impact Report (EIR) will be comprised of the draft EIR, text changes, comment letters received from the public, and responses to those comment letters. A Mitigation Monitoring and Reporting Program (MMRP) will also be included. A copy of her presentation is on our website. Trustees asked questions and provided feedback to Ms. Skewes-Cox.

Bond Attorney Larry Schoenke distributed and reviewed drafts of two resolutions asking the Board to certify the two final EIR's (one for each campus), adopt CEQA findings and an MMRP, adopt a Statement of Overriding Considerations, and approve the Measure C Bond Spending Implementation Plan. These resolutions will be brought to the Board for approval at the November 7 Board meeting.

b. District Initiatives for Environmental Impact Report and LEED

V-Anne Chernock, Director of Modernization, reviewed the information she provided in the Board packets on our sustainability commitment. She noted that we are using two types of LEED certification: new construction and existing building and that we are planning to build to a minimum of LEED silver certification on most projects. She reported that Dr. White signed the Presidents' Climate Commitment in July and that we need to develop a climate action plan. Director Chernock noted that President White wants our plan to focus on these two actions during the next year: purchasing only ENERGY STAR products and encouraging public transportation. The Board will be involved in the development of sustainability-related Board policies, and a President's Sustainability Task Force will be developed to work on sustainability programs and procedures. Trustees commented on the presentation and asked questions.
Board members noted the need for further discussion about the budget as it relates to LEED activities (especially with respect to ongoing monitoring costs) and the implications of a larger commitment to LEED activities than was intended in the original Board resolution of 2004.

c. Presentation of Final PE Project
Jeff Stahl of Kwan Henmi reported that we are still seeking approval from the Division of State Architect for the PE Project, that we are on track for going out to bid, and that we have kept the project largely within budget to this point. He then informed the Board that the Kentfield Fire Department is requiring us to widen and upgrade the fire road and that this will cost approximately $400,000. Director of Modernization Chernock advised the Board that our only options to deal with this $400,000 deficit to the project’s budget are to eliminate solar thermal panels to heat the pool or to go into our reserves and add more money to the budget for the project. She explained that all other scope items in this project are mandatory, so nothing else could be reduced or eliminated. Board members discussed this issue at length and noted that it would have been helpful to have been informed of this situation earlier, so that some other options could perhaps have been explored.

The Study Session (open session) was recessed at 4:50 p.m. by Board President Treanor.

B. Closed Session

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

   Board President Treanor reconvened the meeting of the Board of Trustees of the Marin Community College District at 5:10 p.m. in the AS 101 conference room on the Indian Valley campus. All publicly elected Trustees were present. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

   M/s (Dolan/Brockbank) to approve the agenda as presented with the following changes: item 11.I on the Consent Calendar was moved to the Action Calendar as item 12.D. The motion passed unanimously.

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

   The closed session recessed at 6:15 p.m.

C. Regular Meeting

1. Reconvene in Open Session

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

M/s (Brockbank/Long) to approve the minutes of the September 18, 2007 Board meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

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

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

Gloria Kopshever addressed the Board regarding the Indian Valley campus pool. She thanked the Board for purchasing and installing a new pool chair lift and suggested that pool covers be used to save on energy costs. A copy of her statement is attached to the minutes as part of the official record.

The following individuals expressed their displeasure to the Board with the lack of progress in CSEA negotiations and the reclassification process: Andy Haber, Karen van Kriedt, Merkey Lees, Dee Fraites, and Jon Gudmundsson. A copy of Ms. Van Kriedt’s statement is attached to the minutes as part of the official record.

M/s (Kranenburg/Hayashino) to move the Equity Study item (C.12.C) and Resolution for Reserve Operating Principles and Guidelines item (C.12.A) up on the agenda. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

Dr. White stated that she is pleased to see the Equity Study item moved forward as she sees the need for rightsizing salaries based on data. She noted that a joint committee of the District and CSEA agreed on the choice of the consultant to conduct the study. President White also stated that the District has been ready to negotiate CSEA’s expired contract and is prepared to complete the Equity Study and to consider CSEA’s requests in an appropriate manner.

**C.12.C. M/s (Brockbank/Kranenburg) to Approve MCCD Classification and Compensation Study Consultancy Agreement.** The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

Robin Strom addressed the Board on agenda item **C.12.D (formerly C.11.I), Reject Claim - Heather Strom.** She explained that her family was shocked to learn that her daughter Heather’s claim was being rejected and asked that Heather be reimbursed for the $666 she had to spend on hotels during a COM-sponsored trip to Argentina this summer after being bitten by a spider in the dorm room she was originally staying in. Mrs. Strom explained that Heather, a student in our disabilities program, is allergic to spider bites and that she had to leave the dorm and go to a hotel for safety reasons. She said Heather had not received any response from the school regarding her claim and that she feels rejected and betrayed by College of Marin.

Board President Treanor explained that legally the claim has to be rejected as a procedure in order for our insurance company (Keenan & Associates) to handle it and that this is not a rejection of Mrs. Strom’s daughter.

**C.12.D (formerly C.11.I). M/s (Brockbank/Moore) to Reject Claim – Heather Strom.** The motion passed by a vote of 6-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.
C.12.A. M/s (Kranenburg/Hayashino) to Approve Resolution for Reserve Operating Principles and Guidelines. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

4. Board Reports and/or Requests
   a. Commendation Resolutions and Other Resolutions
      None.
   b. Legislative Report.
      None.
   c. Committee Chair Reports
      Trustee Hayashino reminded her fellow Trustees to send her their completed Board Self-Evaluation forms.

      Board President Treanor reported that Elizabeth Moody had informed her that Lamar Turner of EAH might have some time to work on the senior housing at IVC issue. She asked members of the Senior Housing Committee (Trustees Long, Moore, and Brockbank) to meet with Alex Hinds at the County to find out the County’s plans for St. Vincent’s before meeting with EAH.

      Trustee Kranenburg reported that a recent meeting of the Ad Hoc Budget/Facilities Committee focused on the photovoltaics work and planning.

   d. Individual Reports and/or Requests
      Board President Treanor reminded the Trustees that the November meeting will be the time for them to share their interest in being a Board officer next year. She encouraged Board members to attend the League of Women Voters’ luncheon and educational program at Giorgio’s on November 13. Trustee Treanor announced that she has been asked to serve on the CCLC Advisory Committee for Education Services and to chair the Board Chair Workshop. She announced that the May 2-4, 2008 CCCT Convention will take place in Palm Springs.

      Trustee Kranenburg reported that he, along with Trustees Long, Hayashino, and Moore, spoke at the League of Women Voters election meeting and had an opportunity to respond to several interesting questions.

      Trustee Moore reported that the Governor has announced he will sign AB 2551, which will place new requirements on STRS investments.

   e. CEO Report to Board on WASC Compliance
      President White announced that our Progress Report is ready and that we are feeling confident about where we stand with the Accreditation Commission.

   f. CEO Report to Board on Compliance with Grand Jury Recommendations
      Dr. White reported that we are making progress on our tracking mechanisms and goal accountability system. She also noted that the reserves resolution on the agenda responds to both Grand Jury and WASC recommendations.
5. **Chief Executive Officer's Report**
Dr. White called the Board's attention to her report in their packets, noting in particular a number of exciting partnership agreements coming to the IVC campus. She announced that the Marin Conservation Corps recently recognized College of Marin for its role in these partnerships. She distributed newly printed cards prepared by Cathy Summa-Wolfe's department which contain facts and figures about College of Marin and can be handed out in the community.

a. **Staff Reports**

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

2) **Modernization Update**
V-Anne Chernock, Director of Modernization, announced that the staff has been working on a new way to format time, budget, and schedule information for the Board and asked Rich Graziano to present and explain the new report format. Director Chernock pointed out sample Paragon reports in the Board packets that can be used to show detailed cost expenditures and asked Board members to call her or Rich Graziano if they want copies of these reports in the future.

Director Chernock introduced Ron Martin of Keenan & Associates, who presented an overview of the Statewide Educational Wrap Up JPA, an owner-controlled insurance program (OCIP), designed to cover the construction site activity risks of the District (owner), construction manager, general contractor, contractors, and subcontractors of all tiers. Membership in this JPA is available to the district at no cost. A copy of his presentation is on the website.

Director Chernock announced that we will be removing approximately 12 trees from parking lot 12 to make room for photovoltaic umbrellas and that staff is investigating a cost discrepancy of $1,000,000 in the IVC Main Building project. She estimates that we will be $500,000 to $1,000,000 over budget and that she will come to the next meeting with recommended scope cuts to take care of this cost overrun.

3) **Program Review Update**
Anita Martinez, Vice President of Student Learning, reported that we have made remarkable progress in program review in the last year. She announced that phase 1 program review participants will make a brief presentation at the November 7 Board meeting.

4) **Enrollment Update**
Anita Martinez, Vice President of Student Learning, referred the Board to her report, which focuses on testing processes, in their Board packets.

5) **Report on the State's Budget for Community Colleges and Its Impact on the College of Marin's Budget**
Al Harrison, Vice President of Operations, referred the Trustees to his budget impacts report in their Board packets.
6) Focused Midterm Report to WASC
Bernie Blackman, Director of Organizational Development & Planning, reviewed the Focused Midterm Report with the Board. He noted that we have made real progress in institutional improvement and in social and cultural change; we have moved from discord to accord, from disagreement to consensus, and from unending dialogue and debate to immediate and decisive action. He also highlighted the fact that we now have a process and organizational structures in place for program review. He noted that the program review process showed great cooperation among faculty, staff, and students and complimented faculty leadership in particular for their role in program review. Dr. Blackman stated that our Midterm Report shows that we have strong evidence to indicate that we are doing program review and also demonstrates continuing progress on the other four recommendations.

Board members thanked Dr. White, Dr. Blackman and staff for their excellent work in responding to the accreditation recommendations and preparing the Midterm Report.

6. Academic Senate Report
Yolanda Bellisimo, President of the Academic Senate, reported that the Senate has voted to approve an option for +/- grading and that the ad hoc committee working on a new policy for Revitalization and Discontinuance has been reviewing sample policies from other schools and a template from CCLC. She stated that the Senate has asked the Governance Review Council to make suggestions about how we can cut down on the number of people serving on governance committees. Ms. Bellisimo reported on the Phase I Program Review debriefing that was held on October 5, highlighting the commitment to excellence shared by the participants. A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. Classified Senate Report
No report.

8. Student Senate and Student Association Report
Student Senate President Tam reported that he and three other student leaders will attend the SSCCC Fall General Assembly November 9-11 in San Jose.

9. Board Study Session
None

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

11. Consent Calendar Items (Roll Call Vote)
M/s (Brockbank/Hayashino) to approve all items on the Consent Calendar. The motion passed unanimously with a roll call vote (including an advisory aye vote by Student Trustee Tam).
A. Calendar of Upcoming Meetings & Other Special Events

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

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

Other Special Events:

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

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

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

ASCOM Sponsored Thanksgiving Lunch – November 13, 11:30 a.m. to 1:00 p.m., Internet Café, Indian Valley Campus

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

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

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

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

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

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

D. Student and Non-Student Hourly Rate Schedule

E. Short-Term Hourly Positions

F. Budget Transfers – Month of September - FY 2007/08
G. Warrant Approval

H. Declaration of Surplus Property – Miscellaneous Equipment

12. Other Action Items

B. Modernization (Measure C)
   1. M/s (Hayashino/Tam) to Accept Consultant Candidates for Professional Services: DSA Inspectors, Industrial Hygienists & Testing/Inspection Firms. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   2. Award/Approve Professional Services Agreements/Amendments
      a. M/s Long/Brockbank) to approve CSW/Stuber-Stroeh Amendment #12 District Civil Engineer Services (803A) & Supplemental Survey Services for Environmental Landscape Program (Greenhouse & Shade Structure – 850C). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      b. M/s (Long/Hayashino) to approve Marcy Wong Donn Logan Architects Amendment #2
         Fine/Performing Arts Projects (306C) Topographic & Boundary Survey Corrections. The motion passed by a vote of 6-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.
      c. M/s (Long/Hayashino) to approve Steinberg Architects Amendment #7 Program-Wide Planning (808A) Fine & Performing Arts Projects (306A & 306C) PE Complex Modernization (308B). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      d. M/s (Long/Brockbank) to approve Kate Keating Associates, Inc. Amendment #1.
         District Signage Consultant Services (812A) Transportation Technology Complex Project (402A) and Main Building Complex (417A) Project signage design. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      e. M/s (Kranenburg/Brockbank) to approve VBN Architects Amendment #3
         Main Building Complex Project (417A) Design services for revised building foundation system. The motion passed by a vote of 6-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.
      f. M/s (Long/Brockbank) to approve New Professional Services Agreement with Sensible Environmental Solutions, Inc. Performing Arts Modernization (306A) Industrial Hygienist Services. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      g. M/s (Kranenburg/Hayashino) to approve New Professional Services Agreement with Kleinfelder, Inc. PE Complex Portables Project (850F) Testing & Inspection Services. The motion passed unanimously
(7-0) plus an advisory aye vote by Student Trustee Tam.

h. M/s (Brockbank/Long) to approve New Professional Services Agreement with QA Consultants, Inc.
   PE Complex Portables (850F)
   DSA Inspector Services. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

i. M/s (Kranenburg/Hayashino) to approve New Professional Services Agreement with Gary Proctor Construction Consultation
   POMO 4 Roof Replacement (402B)
   DSA Inspector Services. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

3. M/s (Kranenburg/Long) to Approve Lease Agreement
   a. PE Portables (850F)
      Lease of portables for swing space
      The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

4. M/s (Kranenburg/Long) to Award Construction Contract to American Services Co. for $207,000.
   a. Old Science Roof Repair (850E)
      New construction contract
      The motion passed by a vote of 5-2 with Trustees Moore and Dolan casting no votes. Student Trustee Tam cast an advisory aye vote.

5. Approve Project/Authorize Bidding
   a. PE Complex Modernization (308B)
      Trustee Kranenburg moved to accept the project but to take $400,000 out of reserves (and try to backfill it later with savings from other projects) and to not exclude the solar thermal panels to heat the pool. Trustee Brockbank seconded the motion and offered a friendly amendment to bid the project with solar thermal as a deductive alternate. Trustee Long stated that she wants the motion to say we will keep the solar thermal. The motion passed by a vote of 5-2 (with Trustees Dolan and Moore casting the no votes). Student Trustee Tam cast an advisory aye vote.

6. M/s (Long/Kranenburg) to Accept Standards
   a. Information Technology (IT) and Security Standards
   b. Signage Master Plan
      The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

13. Information Items


14. Correspondence
   Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
   M/s (Hayashino/Brockbank) to adjourn the meeting. The motion passed unanimously and Board President Treanor adjourned the meeting at 10:55 p.m.
To: College of Marin Board of Trustees
From: Gloria Kopshever
Re: Indian Valley Campus Pool

1.- In 2006 I came before you to ask that the 30 year old pool chair lift be replaced with one meeting current ADA standards. I am happy to report that it has been purchased and installed. Thanks to the COM staff, especially Chris Shultz, Don Flowers and Tracey Thomas the IVC pool is assessable to everyone.

2.- Considering the commitment COM has made to maintaining a Green Campus, to Conservation and to Sustainability I wish to call your attention again to the pool covers which are not being used. The new boilers are doing a great job in comparison to the previous years but the savings in energy costs are being lost without covers put on each night after classes. The 20-30 minute investment in time should yield significant savings in energy costs.

If it is true that aquatic programs at the Kentfield pool will be moved to the IVC pool during construction this would be a good time to determine how much can be saved in heating and chemical costs by using the idle pool covers.

3.- Attached is the announcement of the newly restored pool at Chabot College which is proving to be an asset for the east bay campus. The same could happen in the North Bay which would attract more people to the potential of IVC the north campus of the College of Marin.

See Attachment
The Argus
PRESUMES
WHAT'S UP
in the Bay Area

You're invited to the following special events supported by The Argus Community Relations Department

Chabot College Unveils
New Aquatic Center

Chabot College will host the Grand Opening of its newly renovated Aquatic Center on Thursday, June 14 at 5:00 p.m., on the deck of the new $1.4 million swimming pool. The public is invited to attend the festivities, which will feature a ribbon-cutting ceremony, diving and swimming demonstrations by Chabot College students, souvenirs, and light refreshments. The renovation marks Chabot's first major project completed using Measure B funds and features restoration of the Olympic size competition pool, deck, and equipment.

Thursday, June 14, 2007 • 5-7pm
Chabot College
25555 Hesperian Blvd., Hayward
Free
For information call: 510-723-7618
Board Address, Oct. 2007

The District is failing to meet its contractual obligation to negotiate with CSEA.

The District’s proposal that the 06-07 reclassifications be subordinated to the Equity Study violates the contract and represents a unilateral change to Article 14.4.b.6.

CSEA is dangerously close to the point where we will have no choice but to declare Impasse and take additional actions, up to and including filing an Unfair Labor Practice.

The Reclassification Process and the Equity Study are two separate and different Articles in the contract for good reason.

Reclassification is a remedy for the situation of an employee permanently working out of class.

The Equity Study addresses relative position, internally and externally.

If CSEA was to allow the District to skip the current reclassification process and go directly to the Equity Study, we would be allowing the District to skip the process that makes sure those positions are fully compensated BEFORE being vetted through an Equity Study.

In other words, we would be allowing the District to exploit staff by getting away with not paying for services rendered.

It’s time the District gets over its state of shock and awe that classified staff want to be paid fairly for services rendered.

It’s time to ante up and pay the piper.

We have proposed that we skip the reclassifications for 07-08 IF the Equity Study is actually underway at that point.

This is fair; this is reasonable.

We have told Linda verbally at least four times and also in writing that, in no uncertain terms, we will NOT shunt the current reclassifications into the Equity Study.

If we are continued to be pushed into this corral, strong measures will be taken.

We are resolved that the current reclassifications, which should have been completed last June, will be now completed prior to the beginning of the Equity Study.
REPORT TO THE BOARD OF TRUSTEES  
OCTOBER 9, 2007

1. **+/- Grading Approved by Senate**  
The senate voted to approve an option for +/- grading. Plus/minus grading gives faculty the option of assigning a plus or minus final grade that will be recorded on the student’s transcript. Community colleges in California have the option of allowing for +/- grading and several schools do offer that option. It’s our understanding from reading the current Gold Book that this will be a procedural rather than a policy change. And it does get vetted through the governance system for the purpose of allowing other constituency groups to express their opinion/s about the issue. Grading is a 10 + 1 issue and it will, even if it is procedural, come to the board as an information item.

2. **Revitalization and Discontinuance Policy**  
The ad hoc committee working on a new policy for Revitalization and Discontinuance has received copies of policies from several other schools plus a template from CCLC. The committee is reviewing these materials and will work from them in constructing a policy for us to consider.

3. **Governance Committees**  
The Senate and IPC have both voiced concern about the cast of thousands that are necessary for staffing governance committees. As an example, to fill all the faculty seats on the governance committees requires 43 faculty members or a few people performing as 43 faculty members. This is to staff eight committees. We are especially puzzled by the need for ten members to the Education Planning Committee and nine to the Technology Committee. There are six faculty members on the Institutional Planning Committee and five on Instructional Equipment. We have asked the Governance Review Committee to look at these numbers and make suggestions about how we can cut down on membership without disturbing the balance of power on each committee.

4. **Program Review Debriefing**  
IPC held a debriefing for the Phase I Program Review participants last Friday with lunch and time for each Phase I program to report out on the findings from their review. Phase I included reviews from academic programs conducted by faculty, staff members who conducted reviews of their student service and administrators who conducted reviews of administrative units. It was quite an experience listening to these stellar examples of program review from all segments of our college community. But most telling was the commitment all of these participants had to the college and to our students. To me the most important contribution Program Review makes to the school is the respect it builds among faculty, staff and administration because, in order to do a good program review, all of us must share this commitment to excellence. And making that commitment visible in a meeting like the one we had on Friday, binds together those who are working so hard to heal this college.
President's Report
Board of Trustees Meeting
November 7, 2007

COM Provides Gratis Dental and Medical Services to Local Head Start Children
Approximately 180 local Head Start children were seen by Dental Assisting Program students and RN Program students during the week of October 15. The children received a free dental screening and fluoride varnish for their teeth. Six local dentists participated in the examinations and donated the fluoride varnish. The RN Program students performed a physical assessment of the children that included checking height, weight, and vital signs and performing a motor skills evaluation. They also charted, used behavior modification for behavior problems, interpreted for Spanish-speaking families, provided floss instruction, and sterilized instruments. For many of the children this was their first experience with health care services. The Dental Assisting Program and the RN Program extend their thanks to the Harlan Center faculty, staff, and students for their patience regarding the increased noise level! Special thanks to the following wonderful dentists who have private practices in Marin County and adjusted busy schedules to volunteer their services.

Marty Rayman, DDS  Mark Hansen, DDS
Alan Cascio, DDS  James Miller, DDS
J. B. Putman, DDS  John Cunningham, DDS

Californians for Improving Community Colleges
Invite you to a reception and dinner in support of Proposition 92 on Wednesday, November 14, at 6 p.m. at the Renaissance Stanford Court, 905 California Street, Nob Hill, San Francisco.

Kudos
Congratulations to Sara McKinnon, Noncredit ESL Coordinator and ESL instructor, for her appointment by the Academic Senate for California Community Colleges to the Noncredit Ad Hoc Committee for the 2007-2008 academic year.

Increased Awareness and Promotion of Transfer Programs
Congratulations to College of Marin students who achieved their transfer goals.

• Fall 2007 UC Berkeley accepted 45% of College of Marin applicants compared to 31% acceptance rate for all California community college applicants combined.

• Fall 2008 the College of Marin applicants participating in the Transfer Admissions Guarantee (TAG) Program to UCSC increased 69% and to UC Davis increased 54% compared to fall 2007 applicants.

The College of Marin Counseling Department assists a growing number of students to transfer through educational planning. Currently, through the end of November, the Counseling Department is offering workshops to instruct on the application process to the UC’s and CSU’s as well as conceptualizing their personal statement.

Commencement 2008
Commencement 2008 will take place on Saturday, May 17, 2008 (the week before finals), at 10 a.m. on the Kentfield Campus lawn. This change is due to the modernization of the gym.

Hold the Date!
Please hold Thursday, December 13, from 4 p.m. to 7 p.m. for an all-campus holiday party at Willie’s, 799 College Avenue. Additional details will be provided at a later date.
Future of the Bolinas Marine Laboratory:
Recommendations of the Task Team, October 2007

A Report Prepared for:

Dr. Frances White, President, College of Marin

Prepared by:

William J. Sydeman, Ph.D., Chair, Bolinas Marine Laboratory Task Team
Farallone Institute for Advanced Ecosystem Research
PO Box 750756
Petaluma, California 94975
wsydemano@faralloninstitute.org
www.faralloninstitute.org
707-478-1381 (mobile)

Date: October 15, 2007

Task Team Members: Erik Dunmire (CoM), Toby Garfield (SFSU-Romberg Tiburon Center), Geoff Geupel (PRBO), Ewan MacDonald (Bolinas, at large), Patrick Kelly (CoM), Sarah LeValley (San Raphael, at large), Bill Sydeman (Farallon Institute), John Largier (UC Davis, Bodega Marine Lab)

Task Team Associates: Joe Mueller (CoM), Ben Becker (PRNS), Sarah Warnock (Bolinas, at large), Mark Reynolds (Nature Conservancy), Jim Arnold (CoM)
Terms of Reference and Summary of Activities of the Task Team

1) We established the Bolinas Marine Laboratory Task Team to provide the President's office at the College of Marin (CoM) with unbiased recommendations concerning options for the use and renovations of the Bolinas Marine Laboratory. The Task Team considered 2 main themes when developing recommendations: (a) ongoing programs and potential new uses for the Bolinas Marine Laboratory, and (b) repair and restoration of the Bolinas Marine Laboratory facilities (house, laboratory/classroom, workshop, dock). Underlying these thematic areas, the Task Team discussed and considered a variety of safety issues as the Laboratory is currently closed due to hazardous conditions\textsuperscript{1,2,3}.

2) The Task Team met three (3) times between May – August 2007. Meetings of the Task Team were held at the College of Marin on 14 May, 2007 and 9 July 2007. On 25 August, 2007, the Task Team met and toured the facility in Bolinas.

3) At its initial meeting (14 May), Dr. White provided the Task Team with its terms of reference —- to have marine science experts and members of the local Bolinas community provide recommendations to the College on two issues: (a) possibilities and options for programs, and (b) possibilities and options for the facilities. A timeline for completion of the project was given: fall 2007. Dr. White also provided background information on potential finances available for the facilities. This includes: \$250,000 available from the Maurer Trust Fund, and approximately \$620,000 available from Measure C (a Bond measure for Marin County). The Task Team has considered these resources during discussions and when developing recommendations. Next, Joe Mueller, Professor of Biology, gave a presentation on history and programs of the Bolinas Marine Laboratory. Mr. Mueller compellingly argued that as a center for natural history education in west Marin County, the Bolinas Marine Laboratory "changed lives" and has been an important part of the local culture of the town of Bolinas since the late 1950s. The Task Team concurred with this aspect of Mr. Mueller's presentation. Mr. Mueller described College of Marin use of the facilities before it was closed in 2005. The Task Team concluded that use of the Bolinas Marine Laboratory for teaching had diminished over the years and was comparatively "light" in recent time.

4) During the second meeting (9 July), the Task Team continued its investigations and discussion about programs and potential uses of the facility. In addition to Task Team members, Dr. Ben Becker, Director of the Pacific Coast Science and Learning Center for Point Reyes National Seashore (PRNS), and Ms. Sarah
Warnock, educator in Bolinas, presented on their ideas for use of the Bolinas Marine Lab facility. Ms. Warnock provided convincing evidence of the lab's importance to a summertime program for 60-80 children focusing on marine science and science literacy in general. This program has been in operation for 14 years, with near daily (4 days/week, 9AM-3PM) use of the facility over a 6 week period each summer. The Task Team concluded that this was an impressive and important contribution made by the College to the local community. Dr. Becker made the point that the Bolinas Marine Lab could be used extensively as an environmental education center for K-12 and teacher training by the Point Reyes National Seashore Friends Association and also by the Gulf of the Farallones National Marine Sanctuary education programs, including local studies on harbor seals and Bolinas lagoon in general. Dr. Becker discussed how there were 3 nodes to the PRNS education program including visits to the Lightboat Station (which can sleep 30-35 participants), the Tomales Bay marine station, and the Clem Miller environmental education center. The Task Team concluded that there was potential for a partnership with PRNS educational programs. The Task Team also discussed potential linkage with programs at SFSU-Romberg Tiburon Center (RTC), Audubon Canyon Ranch, The Headlands Institute, and the Partnership for Interdisciplinary Studies of the Coastal Ocean (PISCO, a project of the Packard and Gordon and Betty Moore foundations). Toby Garfield, Director of RTC, could see potential collaborative efforts in teaching training and the San Francisco Bay National Estuarine Research Reserve. One important potential use of the Bolinas Marine Laboratory might be as a center for access to Duxbury Reef, a local intertidal area for education and research, but the Task Team concluded that this reef was too disturbed by humans to be useful as a research site. Nonetheless, the Task Team thought that future discussions along these lines with Dr. Karina Nielsen, Professor of Biology at Sonoma State University and participant on the PISCO project, might be in order. Audubon California may also be interested in use of the facility. Linkage with Audubon Canyon Ranch was also seen as a strong potential partnership. In short, the Task Team concluded that there were many "other" (i.e., non College of Marin) interests and potential, but that the groups were disparate. These groups would need to be coordinated to develop a strategic plan/business plan for the use and funding of the laboratory facility. One suggestion by Task Team member Ewan MacDonald was that a non-profit organization could be set up to coordinate renovation and use of the facility should the College of Marin be willing to give it away.
5) On 25 August, members of the Task Team and other associates (Becker, Warnock, Reynolds, Arnold) toured the facility with Robert Thompson, facilities coordinator for the College of Marin. The Task Team examined the house, laboratory/classroom building, shop, and dock. In addition, the Task Team discussed seismic issues and viewed the crumbling cliff behind the house which threatens the facility (house in particular). The Team found the house to be in reasonable condition, though in need of substantial cleaning and cosmetic repair (the Task Team was unable to evaluate structural needs, but see referenced reports\textsuperscript{1,2,3}). Seismic issues, however, present a difficult prognosis. A "spur" of the San Andreas fault apparently comes directly towards the house, and it is not possible, without great expense, to determine the risks associated with this faultline. There is evidence, though, that the land has (or is) shifting (e.g., the risers of the front cement staircase are of unequal height). It will be difficult, if not impossible, to make the entrance to the house ADD compliant.

The cliff behind the house is of substantial concern, and is a realized rather than potential threat. Large fallen boulders were evident which posed an immediate hazard to any personnel using the facility. The cliff would have to be stabilized if the facility is to be used even at low-moderate levels. The risk of injury from falling rock is considerable. The Task Team found the grounds, in general, to be in disarray, with much old, dilapidated equipment and some trash. The Task Team brought this to the attention of Dr. White, and she facilitated clean-up of the grounds.

The Task Team found the laboratory/classroom space to be in reasonable condition, with interesting specimens and equipment; the team was, in general, enthusiastic about this part of the facility. The shop was also in reasonable condition aside from a fair amount of old equipment and tools which could be eliminated; the shop, however, probably is not important to maintaining future programs. The salt-water tanks outside the laboratory/classroom were in great disrepair, and should be dismantled and eliminated. With relatively simple and inexpensive repairs and clean-up, the laboratory/classroom part of the facility could be made to be functional.

The Task Team found the dock to be in reasonable condition. However, the College apparently owns a 13' Boston Whaler which is tied to the dock and is used by the local Bolinas fisherman to access other boats moored at this location. This was brought to the attention of Dr. White, and the boat has been removed.
Recommendations of the Task Team

1) The Task Team believes that there is potential for the Bolinas Marine Laboratory in terms of its future use as a center for environmental education in west Marin County. We do not believe the Bolinas Marine Lab will support research programs to any great extent, as other, better facilities are available locally (e.g., SFSU-RTC, Bodega Marine Lab) that will attract and serve graduate students and professional marine scientists. Indeed, the potential contribution of the Bolinas Marine Lab may come in the form of teacher training and K-12 education in science literacy. The location on Bolinas Lagoon and in proximity to the heavily-used Duxbury Reef intertidal ecosystem, make it attractive for this type of education. However, at present there is no one group that would make substantial use of the facility, even though the potential for a program of magnitude is evident. If the College determines that they are interested in program development the Task Team recommends that a local educator be contracted to coordinate a meeting of potential educational user groups. Ms. Warnock may be an appropriate choice for this role.

2) The Task Team concurs that the facility is too hazardous to be used in its present condition. The immediate dangers posed by the cliff are substantial, and the facility should remain closed until that situation is remedied. Stabilizing the cliff is top priority.

3) The Task Team believes that the costs for renovating the house are not justified by the potential or actual uses of the facility at this time, and that major expenses for the house (e.g., > $1M) probably cannot be justified, though that is something to be considered more fully in time. If the house limits or prevents stabilization of the cliff, the Task Team recommends that the College divest itself of responsibility for the house.

4) The Task Team found that the laboratory/classroom space could be used for environmental education and renovated at reasonable cost, assuming that the realized threat from the cliff/hillside could be ameliorated. The Task Team does not view the potential seismic threat as a reason to limit use of or financial investment in the laboratory/classroom space.

5) Given that overnight facilities are available locally (e.g., the Lightboat Station at PRNS, at the Bodega Marine Lab, and at Volunteer Canyon, associated with
Audubon Canyon Ranch), the Task Team does not recommend renovation to the house to support overnight use.

6) The Task Team recommends that the College divest itself of responsibility for the dock by donating it to the Town of Bolinas. Bolinas and the College shared renovation expenses for the dock in 1997, and the people of Bolinas use the dock extensively. The Task Team does not believe that the dock is a necessary element to successful program development in the future.

7) The Task Team recommends that the College donate the 13' Boston Whaler to a worthy organization or marine laboratory (Bodega Marine Laboratory or SFSU-RTC) with small boat operations capacity.

Referenced Reports

1. Degenkolb Engineers, *Structural Assessment Report, Bolinas Marine Station, Bolinas, California, November 3, 2005*
2. Ninyo & Moore, *Hazardous Building Materials Survey and Preliminary Microbial Assessment, Bolinas Marine Biology Laboratory, October 27, 2005*
3. Fugro West, Inc., *Preliminary Focused Geologic Hazard Assessment, Marine Biology Laboratory, Bolinas, California, October 2005*
**COMET Project Status Report**  
**November 13, 2007**

<table>
<thead>
<tr>
<th>Tasks Planned for the Previous Period</th>
<th>Current Status</th>
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</thead>
<tbody>
<tr>
<td>Luminis Portal Organizational Planning – Week of 10/22</td>
<td>Luminis Portal Organizational Planning Completed</td>
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<tr>
<td>Banner Student Schedule of Classes Build – Week of 10/22</td>
<td>Banner Student Schedule of Classes Build Completed</td>
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<tr>
<td>Banner Human Resources Parallel Payroll 1 – Week of 10/22</td>
<td>Banner Human Resources Parallel Payroll 1 Completed</td>
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<tr>
<td>Banner Human Resources Parallel Payroll 2 – Week of 10/29</td>
<td>Banner HR Parallel Payroll 2 on Schedule for the week of 10/29</td>
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<tr>
<td>Resource 25 (for Room and Event Scheduling) Planning Meeting – Week of 11/5</td>
<td>Resource 25 (for Room and Event Scheduling) Planning Meeting on Schedule for the Week of 11/5</td>
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<tr>
<td>Banner Financial Aid Training – Week of 11/5</td>
<td>Banner Financial Aid Training on Schedule for the Week of 11/5</td>
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<tr>
<td>Banner Student Training – Week of 11/5</td>
<td>Banner Student Training on Schedule for the Week of 11/5</td>
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<tr>
<td>Banner Technical Consulting for HR and Student Scheduled for Weeks of 10/8, 10/15, 11/5 and 11/19</td>
<td>Banner Technical Consulting for HR and Student Scheduled for Weeks of 10/8, 10/15, 11/5 and 11/19 – Weeks of 12/10 and 12/17 Added to Support Go-Live</td>
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COMET Project Status Report
November 13, 2007

Tasks Planned for the Next Period

- Banner Human Resources Parallel Payroll 1 – Week of 10/22
- Banner Human Resources Parallel Payroll 2 – Week of 10/29
- Luminis Test Environment Re-Install – Week of 10/29
- Resource 25 (for Room and Event Scheduling) Planning Meeting – Week of 11/5
- Banner Financial Aid Training – Week of 11/5
- Banner Student Training for Recruiting and Admissions – Week of 11/5
- Banner Technical Consulting for HR Scheduled for the Weeks of 10/8, 10/15, 11/5, 11/19, 12/10 and 12/17
- Luminis Content Administrator Training – Week of 11/12
- Luminis Production Installation – Week of 11/26
- ODS Functional Training for Finance Reporting – Week of 12/3
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
November 7, 2007

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: $23.6 million (9% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $15.6 million
  - Construction $ 2.5 million

MAJOR PROJECTS BOARD UPDATE/ACTION SCHEDULE

1. TransTech Complex Pre-DSA submittal update December 2007
2. IVC Main Building Pre-DSA submittal update December 2007
6. PE Complex Contract award January 2008

Note: A history of the bond program from 2004 through 2006 is attached for reference.

CONSTRUCTION SCHEDULES (upcoming)

Note: Major building projects are listed in bold.

This Year:

- Greenhouse KTD to IVC: TBD

Note: A suitable location for the greenhouse and shade structure at IVC has been identified near the Corporation Yard

- KTD PE Portables: In process
Marin Community College District
Measure C Bond Modernization Program

Next Year:

- IVC creek erosion mitigation: TBD
- IVC parking lot & bioswale: January 2008 – June 2008
- **KTD PE Complex:** January 2008 – June 2009

*Note: Board authorized $400,000 additional budget to cover solar thermal; source of funds TBD*

- **KTD, IVC Geothermal Fields:** February 2007 – June 2008

*Note: Geothermal’s start date was moved to place bulk of work into summer to mitigate noise impacts*

- 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

*Note: IVC Main Building budget overrun, previously reported at $500,000 to $1 million, is now at $400,000; further value engineering is anticipated*

- **IVC Trans. Tech. Complex:** Summer 2008 – Summer 2009

*Note: Temporary location for TransTech programs has been identified near Corporation Yard*

Beyond:

- **KTD Fine Arts Building:** Winter 2009 – Fall 2010
- **KTD Science/Math/CP:** April 2009 – January 2011
- **KTD Performing Arts Building:** Fall 2010 – Spring 2012
Marin Community College District
Measure C Bond Modernization Program

- KTD Gateway Complex: Summer 2011 – Winter 2013

OTHER INITIATIVES

- Environmental Impact Report: Certification requested this meeting
- Project Stabilization Agreement: First union offer received and in review
- Sustainability Measures: Monthly report added to Board agenda
- Furniture, fixtures, equipment: FF&E project-level budgets in development
- Swing space/relocation: Budgets and plans in development

Note: Updated swing space / relocation plan is attached to this report for reference

- Campus parking plans: New initiative, target date January 15, 2008
<table>
<thead>
<tr>
<th>Year</th>
<th>Quarter</th>
<th>Activity</th>
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</thead>
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<td>Q3</td>
<td>3D/I Facilities Master Plan</td>
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<td></td>
<td>Q4</td>
<td>Initial program planning</td>
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<td>Bond passes (Nov. 2004)</td>
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<td>Consultant selection / kickoffs / mobilization</td>
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<td>Educational Master Plan (by District)</td>
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<td></td>
<td>Q3</td>
<td>Goals and visioning, ending with charettes</td>
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<td></td>
<td>Q4</td>
<td>Bond Spending Plan development</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Programming and design (started)</td>
</tr>
</tbody>
</table>
## Proposed Swing Space / Relocation Plan

**Updated November 1, 2007**

### Kentfield

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. PE Complex</strong></td>
<td>$800,000</td>
</tr>
</tbody>
</table>
| a. Five portable classrooms (four leased, one District-owned) to be located in PE Complex parking lots, secure outdoor space for weight “room” adjacent to portables.  
*Portable installation: October - November 2007*  
*Target date for relocation: First week in January 2008* | |
| **2. Dickson Hall (building to be demolished)** | $200,000 |
| a. Health Services: one District-owned portable to be located in front of TB-1  
*Target date for final plan: January 2008* | |
| b. Others: TBD  
*Target date for final plan: January 2008* | |
| **3. DSPS (building to be demolished)** | $600,000 |
| a. New location in carpeted area of Student Services Building, first floor, and one District-owned portable near TB-1  
*Target date for design completion: Spring 2008*  
*Target date for relocation: Summer 2008* | |
| **4. Dance/Landscape (building to be demolished)** | $100,000 |
| a. Dance: temporary location in Fusselman Hall; permanent new location in modernized Performing Arts Building  
*Target date for final plan: January 2008* | |
| b. Landscape program to be relocated to IVC; relocation includes greenhouse, shade structure, and instructional space  
*Final location selected late October 2007*  
*Target date for installation: Early 2008* | $250,000 |
| **5. Harlan / Admin / Olney Hall / Business Management** | $200,000 |
| a. Nursing: direct move to new Science/Math/Central Plant Complex | |
| b. Dental Assisting: direct move to IVC Main Building | |
| c. Others: TBD  
*Target date for next action: July 2009* | |
| **6. Science Center** | TBD |
| a. Direct move to new Science/Math/Central Plant Complex  
*Target date for next action: January 2010* | |
| **7. Fine / Performing Arts** | $300,000 |
| a. Fine Arts: direct move to new Fine Arts Building  
*Target date for next action: Fall 2009* | |
| b. Performing Arts: TBD  
*Target date for next action: Spring 2011* | |
Marin Community College District
Measure C Bond Modernization Program

IVC

1. Transportation Technology  $500,000
   a. Temporary location west of Corporation Yard; return to original location following modernization
      Target date for design completion: Spring 2008
      Target date for relocation: Spring 2008

Unallocated Budget  $1,820,000
Environmental Impact Report

This month the Board is being asked to certify the Environmental Impact Report (EIR), including a Mitigation Monitoring and Reporting Program. While most of the mitigation measures will be completed and monitored by bond consultants and/or contractors, the District will have primary responsibility for at least the following tasks:

- Review and approve pre-construction survey reports for active bird nests
- Monitor compliance with Storm Water Pollution Prevention Plan (SWPPP) during construction and develop a long-term monitoring and implementation plan for compliance after construction
- Implement best management practices to prevent pollutant discharges to waterways (long-term)
- Develop and implement regular maintenance operations for bioswales
- Implement Existing Facilities Assessment Hazardous Material Report recommendations (long-term)
- Check and handle disposition of hazardous chemicals (long-term)
- Conduct and report on employee safety training for spill prevention, clean-up and notification procedures for hazardous materials
- Review reports documenting treatment of historic archaeological deposits or human remains
- Coordinate the development of Transportation Demand Management program (required by EIR) with other transportation improvement programs recommended by LEED and ACUPCC
- Maintain adequate working space for COM Police Department
- Monitor and oversee tasks being handled by consultants

Until a Sustainability Coordinator is assigned to these tasks, the primary responsibility for implementation will fall to the Directors of M&O and Modernization.
Presidents Climate Commitment

The American College & University Presidents Climate Commitment (ACUPCC) provides a framework and support for America’s colleges and universities to “go climate neutral” in response to sustainability challenges. President White signed the agreement in June 2007. Her first report to the ACUPCC, due November 15, 2007, sets in place an institutional structure for developing a climate action plan and commits the District to implementing at least two tangible actions to reduce greenhouse gases on the campus.

Dr. White will announce her planned institutional structure at the November 7 Board meeting.

The two tangible actions selected for implementation are as follows:

- 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.

- Encourage use of and provide access to public transportation for all faculty, staff, students and visitors at our institution. This action can be coordinated with the Transportation Demand Management Plan required by the EIR and the Alternative Transportation programs recommended by LEED. Details of a coordinated transportation initiative will be developed over the next several months.
Today's Date: November 5, 2007

INSTITUTION INFORMATION

Institution Name: Marin Community College District
FICE Number: 001178
Are you a system office? □ Yes □ No
Are you reporting for the entire system or will each campus report individually? □ Reporting for entire system □ Each campus will report individually
Main Web Site: http://www.marin.edu
Sustainability Web Page: none yet
Total Enrollment (Head Count): 7,000

INSTITUTIONAL STRUCTURE

Implementation Liaison
First Name: V-Anne Middle Initial(s): □ Last Name: Chernock
Title: Director of Modernization
Email: V-Anne.Chernock@marin.edu
Direct Phone: +1 (415) 485-9343 ext:
What is the format of your institutional structure for implementing the ACUPCC (select one)?
□ Task Force □ Committee □ Individual □ Center- or Institute-led
□ Other:
How many individuals are part of your institutional structure? 6
Which stakeholder groups are represented (select all that apply)?
□ Board □ Executive □ Faculty □ Staff □ Students □ Alumni □ Community Leaders □ Community Members
□ Other:
Please describe how you created your institutional structure (max. 100 words):
The President and Implementation Liaison conferred about candidates, after which the President appointed the task force and announcement appointments to the Board of Trustees.

TANGIBLE ACTIONS

Please indicate and describe which of the following tangible actions you will be implementing (or have already implemented) while you are developing your Climate Action Plan (select all that apply – a minimum of two are expected):

□ Establish a policy that all new campus construction will be built to at least the U.S. Green Building Council’s LEED Silver standard or equivalent.
   Please describe:

☑ Adopt an energy-efficient appliance purchasing policy requiring purchase of ENERGY STAR certified products in all areas for which such ratings exist.
   Please describe:
The District is currently undergoing a full revision of its Board policies and administrative procedures. A new policy requiring ENERGY STAR purchases will be written as part of the full revision exercise. Target completion date: March 2008
☐ Establish a policy of offsetting all greenhouse gas emissions generated by air travel paid for by our institution.
   Please describe:

☐ Encourage use of and provide access to public transportation for all faculty, staff, students and visitors at our institution.
   Please describe:

   Development of a Transportation Demand Management Plan is a mitigation measure mandated by Environmental Impact
   Reports prepared for the District’s $249.5 million bond modernization program. LEED (Leadership in Energy and
   Environmental Design) certification for the bond program’s seven major building projects offers credits for development of a
   transportation program encouraging the use of alternative fuel vehicles, as well as carpools and van-pools. The District

☐ Within one year of signing this document, begin purchasing or producing at least 15% of our institution’s electricity consumption from renewable
   sources.
   Please describe:

☐ Establish a policy or a committee that supports climate and sustainability shareholder proposals at companies where our institution’s endowment
   is invested.
   Please describe:

☐ Participate in the Waste Minimization component of the national RecycleMania competition, and adopt 3 or more associated measures to reduce
   waste. Please describe the 3 or more associated measures you have or intend to adopt:

SUBMISSION INSTRUCTIONS

1) Before you submit this report, you can save a copy for your own
   records using the File >> Save As... menu option.

2) When you press the "Submit by Email" button below, you may or may
   not receive a confirmation that the form has been sent, depending on
   what e-mail application you use. If you want to ensure that the form
   has been submitted, you can check the "Sent Mail" folder in your
   default e-mail application.

Submit by Email

If you have any questions about reporting, please contact Michelle McKay,
Senior Fellow at Second Nature at mmckay@secondnature.org or 617-477-9776.
BACKGROUND: In Spring Semester 2007, eight programs were nominated and selected from Phase 1 of the pilot Program Review or Administrative Review. They are:

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

Seven of the programs completed and submitted their reviews; they have also prepared the attached executive summaries and will present briefly during the Board of Trustees November 7 meeting. The eighth program, English/Humanities, is expected to complete and submit its review to the Institutional Planning Committee on December 5, 2007. We will include the results from that review when we provide executive summaries from Phase 2 of the pilot Program Review at a Board meeting in Spring 2008.

On behalf of the Institutional Planning Committee and my IPC co-chair Yolanda Bellisimo, I want to express our profound appreciation to the faculty and staff who undertook their program reviews with such enthusiasm and commitment.

RECOMMENDATION:

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
English Skills
Program Review

Executive Summary

1) Program Definition
The English Skills program at College of Marin provides English and study skills courses to help students develop reading, writing, thinking and social skills so that they can enroll in and profit from instruction in college-credit courses and/or successfully get a job and advance in that job. Our students come to our classes to achieve a variety of goals: some to get better jobs, some to move horizontally into workforce programs such as dental assisting or metals technology, and some to succeed in transfer-level courses. The English Skills program provides the developmental levels of College of Marin’s writing sequence.

To help students achieve their goals, the English Skills program offers a series of one-unit courses in class and lab format, three levels of reading and writing courses and a GED program. The majority of the courses are conducted on the Kentfield campus; however, an open-entry lab is offered on the Indian Valley Campus two afternoons a week. The IVC classes mostly accommodate Court Reporting Students. About 60% of the students taking English skills reading/writing courses advance into the regular English series. A more interesting fact is that 75% of the students starting English Skills courses finish at least one skills course. Finishing one course is important because national, state and Bay Area studies show that people who complete only a little college - as little as one complete semester - make, on the average, about $10,000 more per year throughout their lives. Whether they go on to higher level classes or not, over 550 students each year have a better chance at a job or further education because they completed these courses.

2) Students Served
- Recent high school graduates. 40% of the students enrolled in fall 07 English Skills classes are recent high school graduates who are tested to have reading and writing skills 3 and 4 levels below college/transfer level. (This could be thought of as about 5th to 9th grade reading level.)
- Students who did not complete high school. According to the department survey, in fall 2007, only 6% of students taking English Skills classes indicated that they lacked a high school diploma.
- Students for whom English is a second language. According to the fall 2007 survey, 49% of the students registered in English Skills classes indicated that English is, for them, a second language. Of this group, well over half are people who grew up in the United States but in non-English-speaking homes. Labeled "Generation 1.5", these students are generally fluent in conversational English, but don’t read or write proficiently in either language.
- Students with Learning Disabilities. The only way we could know exactly how many students in our classes have definable learning disabilities would be to test every student with a huge battery of tests. Unfortunately we can’t
do that. Decades of practice have taught English Skills teachers to identify clusters of behaviors that point to identifiable learning problems. The teachers in the discipline maintain that half of the students in remedial classes struggle with attention and learning challenges. Students also self identify. In the fall 2007 survey, 20% of the respondents indicated that they had been officially diagnosed with a particular learning disability. Another 23% indicated that, while they had never been tested, they suspected that they did have such a disability. In the survey, we also looked at how the students saw themselves as students and as readers. Over half the students polled indicated that "School has always been hard for me." And 76% admitted that they do not read for pleasure, ever. These last are significant indicators of learning problems to be overcome by our program.

- **“Older” Students.** According to our fall 2007 count, 37% of students taking remedial English classes in the English Skills Program were over 25 years old. In fact, 8% of our students were over 40. The oldest student attending our classes in fall 2007 was 57 years old. According to the COM Discipline Quantitative Data (DQD) report, the “older student” population for English Skills classes has remained about the same for five years.

3) **Research Questions.** *We asked:*

1. How many students enrolled in all English Skills Classes at COM, each semester for the past 3 years? What is the retention rate per semester for the past 3 years? What is the success rate? Compared to state? Compared to nation?
2. What is the exact number of students who took the placement test and tested below college reading level?
3. How many students progress into transfer-level courses? (Not just through the composition series)?
4. Who are our students? Demographics of English Skills students (age, ethnicity, gender, language)?
5. What is the average readability score of COM textbooks?
6. What is the attrition and failure rate of COM students in transfer level courses? Compared to state? Compared to nation?
7. What is the number of students in our GED program
8. How many people left Marin high schools (and Bay Area high schools) without diplomas in the last four years?
9. What do our Student Learning Outcomes tell us about the success of our curriculum in critical thinking, paragraph development, and behavioral development?

4) **Major Findings.** *So far, we have found:*

- **Enrollment in English Skills courses** – an average of 400 students per semester
- **Retention in English Skills courses** – and average of 75% students finish at least one English Skills course
- **Retention in the English Skills lab courses** – about 40% of the students registering in English Skills open lab courses finish with a grade.
• **Success rate for English Skills classes**—(percent of students who completed a course and earned passing grades) The overall success rate for credit English Skills classes – English 12 through 17, English 62, English 92 and English 116 – is 60%. (F’05 – 50%, S’06 60.5%). This must take into account that our lowest level developmental English level is 4 (!) semesters below freshman English. It is well known that the fewer skills students have when they attempt college, the less likely they are to proceed. However, over 70% of students entering, at English 92 (3 semesters below college English) earn passing grades. The College of Marin success rate is 71%; the success rate, statewide, is 66%. The national success rate is 50%.

• **Success rate for English Skills lab courses** - Our success rate for our one-unit lab courses is about the same as the state average for self-paced labs and distance learning. About 50% of our lab students receive passing grades. (F’05 -47%, S’06-52%). Furthermore, The English Skills Lab courses are “open entry” and “self-paced”. This means that some students receive an “In Progress grade” and finish the course in the following semester. In Fall 05, 19 students received a grade of IP. In Spring 06, 38 students received an IP.

• **Persistence Rate** -A five-year cohort study, provided by the College of Marin Office of Institutional Research, of 139 students who enrolled in English 92 in the fall 2001 reveals that 20 students or 22 percent of the original cohort passed English 120, the level of English required for an Associate’s Degree at the College. Of those 20 students, 17 went on to pass the transfer-level English 150; and of those 17, 13 went on to English 151 and 11 of those students passed that course.

• **Placement** – Between 30 and 40 percent of students tested each semester are placed into developmental courses. (English Skills courses are the lowest levels – 3 and 4 semesters below college/transfer level) (In the last three years, over 90% of the students taking the placement test are advised into some pre-college level English course. As shocking as this seems, it is in line with the recent study showing that in the last few years, across California, more than 85 percent of high school graduates test into remedial English courses when they apply to college.

5) **Future Needs**

• Faculty and staff needs
  o full time reading specialist (COM has had no reading specialist since 2005)
  o Full time faculty with a background in developmental education and with open lab supervision and development (There is only one full-time faculty member assigned to developmental education who is shared with the non-credit GED program.)
  o reassigned academic counselor with background in working with under-prepared students (to be shared with ESL)
  o reassigned personal/crisis/ mental health counselor with background in working with under-prepared students (to be shared with ESL)
  o release time for retraining of faculty especially in developmental reading techniques
Manager or coordinator to facilitate liaisons with transfer programs, workforce programs and community programs such as union training facilities.

**Facility Needs:**
The English Skills program should be housed near or with the other Basic Skills programs (math skills, study skills, ESL) in order to share space and resources. This space should provide access to:
- tutoring
- counseling
- job placement
- the various labs (math, English, English Skills, ESL)
- classrooms
- small rooms for study
- teachers' offices for part and full time teachers
- a central office for information
- work space
- storage space for materials
- places for students to meet and/or study

This Program Review is submitted by:

Carol Adair
Credit ESL Executive Summary

1) **Program Definition** –
The credit ESL program serves 300-400 non-native English speakers from at least a dozen countries, with low intermediate to high advanced proficiency in English. Program provides parallel sections of the English Department's classes to prepare students for freshman composition. Students' goals range from improving English for work or everyday life, to transferring and/or earning vocational degrees.

2) **Research Questions** –
- How well are our curricular structure, schedule and offerings serving our students, and are they in line with the structure of other similarly sized credit ESL programs?
- How consistent are the expectations across levels and courses?
- How prevalent is “skipping” of courses and does it impact student success?
- What are our enrollment trends and how do they reflect statewide patterns?
- What are the barriers for students who want to transition from noncredit or the Intensive Program into credit ESL?
- How adequately is the program coordinated, with expanded duties for the ESL director and no chair/coordinator?
- What are the success, retention, persistence rates for credit ESL students in ESL and other content areas?
- Should we consider moving to a new placement test?
- Which vocational or content areas should ESL partner with to serve high-need areas?

3) **Major Findings** –
- Our curricular structure, schedule and core offerings are in line with other credit ESL programs. Credit ESL students succeed, persist and are retained at high rates and perform well in their credit classes.
- We need to increase connections with English skills to better meet the needs of “generation 1.5” students.
- The credit ESL program does not have adequate coordination to ensure program integrity nor is there sufficient faculty oversight for the two ESL labs on campus.
- English skills, GED, healthcare, early childhood education, business writing, CIS and landscaping areas are good candidates for further partnerships with credit ESL.
- Expectations are not completely consistent across levels and courses due to a lack of credit program coordination.
- The majority of students skip at least one course, though if they take at least one reading course, they are likely to succeed in the highest ESL course. Stronger advising is needed to reduce skipping.
- Our enrollment trends reflect some of the statewide trends and seem to be leveling off.
- Students from noncredit are transitioning into credit at high rates, but face barriers such as fees, higher expectations, changes in schedule, and registration issues.

4) **Future Needs** –
- Combine English Skills and ESL disciplines in one Department, with one Chair, and provide coordinator units to oversee the two on-campus ESL labs.
- Create or restructure management duties so that there is a Director position devoted fully to managing ESL, a complex “department” which needs to foster many community and college-wide connections.
- With faculty from relevant areas, develop partnerships to support ESL students in: business writing, early childhood education, computer/internet/CIS, basic math, landscaping, and the health fields.
- Expand marketing and outreach for credit ESL, including a better website presence.
- Develop clear promotion criteria at each level and course, tied to the Student Learning Outcomes
- Ensure that ESL continues to have sufficient access to classrooms, labs, and office/reception space as the campus modernizes, and provide better access to office space for part-time instructors.

4) **Identify Program Review Hurdles** –
- ESL is a complicated “department” with three distinct but interwoven programs.
- ESL has a tremendous amount of data, but the databases for credit and noncredit have always been separate and student numbers were not the same. Some analysis was done by hand.
- Statewide measures are not always the same at the College’s, making comparisons around FTE difficult.

Submitted by Blaze Woodlief, October 25, 2007
Intensive English Program Executive Summary

1) Program Definition – For the purpose of this Program Review, define the program being reviewed. (see Section I a )

The Intensive English Program (IEP) is located at Indian Valley College and serves about 50-80 students—both international students requiring F-1 visas and immigrants. This is a fee-based program run through the college’s community education department. Classes run 20 hours/week - Tuesday through Friday. The program offers small classes of about 15 students per class. Full-time students (F-1s and non-F-1s) enroll in classes for 20 hours per week. Part-time students (non-F-1s) can enroll for 5, 10 or 15 hours/week. The Intensive English Program offers high-quality academic English instruction which integrates language skills and American culture. Course offerings include grammar, reading, writing, and listening/speaking. TOEFL IBT (accepted at all institutions) preparation is part of the Level 3 courses. Lunchtime activities include Institutional (accepted only at COM and some Bay-area institutions) TOEFL preparation, movies, games, and pronunciation. At the beginning of each 8-week or 16-week session students are placed according to ability in one of three levels (high beginning/low-intermediate, intermediate or high-intermediate/advanced) in each of the core courses. Placement is based on discrete skills; that is, students may be concurrently placed in an intermediate writing class but a high-intermediate/advanced reading class. At the end of an 8-week or 16-week session, students receive a certificate of attendance. Students who complete all courses in level 3 are given a certificate of completion and upon approval may transfer to College of Marin credit courses with a less than 500 Institutional TOEFL score.

2) Students Served – Which students, or groups of students, does your program serve?

The IEP serves between 50 and 80 students—both international students requiring F-1 visas and immigrants. F-1 students, in contrast to immigrants, have a different application process and fee. F-1 students must show adequate finances to cover all their expenses and are generally not allowed to work. As a result, they can focus on rigorous language courses without the distractions of work and family, which many immigrants might have. F-1s also have a Test of English as a Foreign Language requirement for transfer to the College of Marin or other colleges and universities. Non-F-1 students are usually not required to submit a TOEFL score. Non-F-1s have usually lived in the U.S. at least three years, and they are not necessarily high school graduates as the F-1 students are. They often have families and jobs, and they are more familiar with everyday American culture. These students may want to start studying, get a job, change jobs, get a promotion or change careers.

3) Research Questions – List the research questions you asked and answered in this review. (see Section I d )

- Which group of students does the IEP serve?
- Where do the students go after they finish studying at the IEP?
- How do we articulate better with credit College of Marin, in particular credit ESL?
- How can we increase the number of F-1 students in our program?

4) Major Findings – Provide in bullet format a summary of the major findings of this Program Review.

- The IEP serves F-1 students who receive an I20 from the College of Marin as well as non F-1 immigrants with academic or professional goals. Most students (both F-1 and non-F-1) find out about our program from a friend or relative in Marin County.
- The IEP has a very high retention rate. Close to 100% of the students finish the semester.
- The computer lab is inadequate in terms of computer speed and availability to students.
- We have not formally tracked our students after they leave the program, so we do not know where they go nor their degree completion rate.
- IEP students need to take the same credit English or ESL placement test(s) that all non-native speakers are required to take. That way they can be more accurately placed in College of Marin’s ESL and English sequence. The Accuplacer test will be available for IEP students to take starting Spring 2008.

5) Future Needs – Based upon findings identified through this Program Review, describe the program’s future needs and/or resources you will need to insure student success.

- Increased coordinator hours for research are needed on best methods for recruiting international students. We have expanded our local and international advertising as a first step. We need to know what other community
college based IEPs do. We also need to know what attracts F-1 international students—Is it the IEP itself, the community college it is associated with, location, or other factors?

- More office (secretarial) time is needed to implement a better tracking system to determine where our students actually go after they finish studying at the IEP.

- Several full-time faculty positions are needed to increase visibility at the college. The IEP has the potential of increasing the number of F-1 students who later transfer to the College of Marin and thereby increase overall enrollment. This could be one solution to the enrollment crisis the College of Marin is dealing with.

- An ESL director is needed to see that the IEP, credit ESL, and non-credit ESL articulate with College of Marin credit courses.

This Program Review is Submitted by:

Dionna Leung, Instructor, Intensive English Program

Sara Oser, Coordinator, Intensive English Program
Non Credit ESL Executive Summary

1) Program Definition –
Noncredit ESL offers beginning to intermediate English as a Second Language classes to immigrant students at both the Kentfield and Indian Valley Campuses and at several community locations. With 6-8 levels and several different schedule options, the program serves between 1500 and 2000 students each semester and in the summer too. It also offers Vocational ESL classes in two areas: for childcare workers and Landscape Gardeners.

2) Research Questions –
- We surveyed about 475 noncredit students for demographic information as well as questions regarding their goals for the future, preferred scheduling times and locations as well as what kind of transportation they use. We also asked what college services they did or did not know about or use and what they saw as obstacles to moving on to credit classes.
- How many students have computers?
- What were the enrollment and waitlist patterns over the last 5 years?
- How often do students take each level?
- Do students progress (measured by movement to the next level) and how many move on to credit ESL?
- How are the faculty-created Promotion Tests working?
- What is the ratio of FT to PT instructors in noncredit ESL?
- Is there enough staff and coordination to meet the needs of such a large program?

3) Major Findings –
- Up to 70% of Level 35/40 students have access to a computer at home opening up the possibilities of online offerings or hybrid classes.
- Over 20% of students in the Novato Unified School District come from families where English is not spoken at home which means there is tremendous need for more ESL classes at IVC or in Novato in general.
- 65% of Level 40 students move on to credit ESL including those who take it through open college. (43% took it for credit and 22% in open college.)
- Students’ primary future goals lie in the fields of construction and landscaping, health and childcare fields, service industries and business. These would be important areas to develop VESL programs for.
- In addition to the areas above, noncredit students are also interested in keyboarding, math, business skills and science classes as well as GED.
- We have a 0% fulltime and 100% part time faculty although we have seen a 100% growth in our offerings since 2001. Part time instructors teach the equivalent of 10 fulltime instructors.
- Although the program has grown 25% over the last year, the staff remains the same. Coordination of the program is not adequately compensated.

4) Future Needs –
- Release time or grants to develop Vocational ESL classes in health, construction and business.
- More classes should be offered in Novato.
- Noncredit ESL desperately needs fulltime positions. It is a large program and a conduit to credit ESL. As such it needs to have dedicated faculty on campus to address program, curriculum and assessment development as well as the issues of ESL in relation to the rest of the college including the Basic Skills Initiative.

4) Identify Program Review Hurdles –
- ESL is a complicated “department” with three distinct but interwoven programs.
- Finding a way to survey a large cross section of students most of whom do not speak English well required doing two surveys – in English and Spanish and then combining the results.
- ESL has a tremendous amount of data, but the databases for credit and noncredit have always been separate and student Ids were not the same. The tracking was done by hand this time around. I expect it to be much easier next time with Trackdat.

-Submitted by Sara McKinnon, October 25, 2007
Journalism Program Review Executive Summary

1) Program Definition:
The Journalism Program, a branch of the Communications Department, consists of four classes: Two of these – the so-called Newswriting Track – were considered for this program (the others are mass communications courses that can be taken either for Journalism or Communications credit). The Newswriting Track courses are designed to train students to report and write news for a variety of media, and to produce a newspaper and affiliated Web site. Students in this segment of the program create the Echo Times, College of Marin’s student newspaper.

2) Who is served?
The Journalism Program Newswriting Track serves two broad categories of students. First, and most numerous, are transfer students, a significant portion of whom are planning, or at least contemplating, careers in the newsgathering arena. Also enrolling are students who, in many cases, have obtained degrees from four-year institutions and have found a need to develop or polish their media-writing skills. These have included people who are moving into public relations work, publishing jobs, political activism or who desire to become free-lance writers or editors.

Because this program produces a service-related product, the Echo Times, it can be stated that the entire campus population – primarily students, but also faculty and staff members – is served by being better informed of campus activities, politics and other developments.

3) Research questions:

- Are enrollment rates for Newswriting Track courses below, above or at average levels for a community college?
- Are technological needs for these classes being met?
- Are these courses properly positioned to reflect dramatic changes in the media landscape, both in terms of technology, organizational structure and delivery methodology?

4) Major findings:

- Enrollment rates are at, or even slightly higher, than most other community colleges (when measured as a percentage of total campus enrollment).
- Technological needs are, for the most part, being met.
- As currently configured, these courses are not properly positioned to take the program into the 21st Century.

5) Major needs:

- Spending on equipment, at something like the current rate, will be required annually in order to keep hardware and software up-to-date.
- The newswriting classroom needs computers and printers so that in-class exercises can be conducted one or two times a week.
- The journalism program must be integrated with a full-fledged broadcast program, as well as the multi-media program, to offer training in writing and news production for a converged newsroom (which services print, Web and broadcast outlets simultaneously).

This program review is submitted by:

Michael Dougan, Journalism and Mass Communications Instructor
2006-2007 Registered Nursing and Program Review Executive Summary

Program Definition- The Registered Nursing Education Program is a two year Associate Degree Program which prepares students for the Registered Nursing Licensing examination. The program consists of a Program Director, seven full time faculty, several part time faculty, one administrative assistant, one part time laboratory technician, one grant funded part time simulation coordinator and one part time grant funded office technician and of course 82 full time students (06-07).

Students Served- The program serves pre-nursing students, generic, returning, advanced placement, transfer, LVN to RN Students, as well as graduates of the program. The demographics of the entering class of 06-07: 87.5% female, ages 22-55, 70% Caucasian, 6% Asian, 10% Hispanic, 12% other, 2% Filipino, 43% with dependents, 75% working, 52% with bachelor's or higher degrees, and 15% with Associate Degrees.

Research Questions- In 2002 RN faculty developed the current written Plan for Evaluation of Program and Assessment of Outcomes which is used for continuous program improvement and which meets BRN and NLNAC accreditation requirements. Program evaluation is ongoing with selected items reviewed each year using a five year calendar. The 06-07 calendar year reviewed components of the program related to mission and governance, faculty responsibilities, course evaluations, student policies, clinical agencies, resources (fiscal and physical), and program outcomes (critical thinking, communication, therapeutic nursing interventions), as well as NCLEX pass rates, employment rates, graduate satisfaction, employer satisfaction, and graduation rates.

Major Findings- a few examples: RN Faculty implemented a new nursing curriculum based on 7 learning outcomes beginning Fall 2006. Evaluation of all new courses was begun. Surveys showed that 70% or more of students were satisfied with all but 3 courses. Faculty reviewed the student surveys and proposed changes for those courses in structure, clearer identification of learning outcomes in one, and changes in implementation with reevaluation in 2007-08.

The Critical Thinking Program Outcome benchmark states: 70% of the class will score at least 50% on the ATI Predictor test. Analysis of tests results showed that 51.6% of the class of 2007 scored at or above the 50% on Critical thinking on the ATI NCLEX Predictor test. The Capacity grant funded a faculty NCLEX mentor to aid high risk students in preparation for this examination. Students were required to retest and remediate to reach a retest score of 90%. To date 93% of this class have passed the NCLEX examination.

Faculty piloted at least one simulation scenario in each course Spring 2007. Evaluations showed 100% of students enjoy working with simulation, agree that it helps them think critically, and helps them understand classroom information. Lessons learned include limiting group size to 6, emphasizing that it is consequence free learning; introducing an evaluator/observer checklist, structuring debriefing, adding more moulage, and better defined roles for student/faculty.

Future Needs- To insure student success, we need to fill the two vacant faculty full time positions, address the faculty workload issues, plan for permanent increase in administrative staff, reconfigure the job description of the Director and Coordinator of Nursing to take into account the external demands imposed on these positions from the addition of grant administration and clinical agency requirements, design state of the art lab and classroom facilities (laptops and classrooms with wireless connections) to accommodate informatics in health care.

This Program Review is submitted by:

Rosalind Hartman, Director of Health Sciences
Executive Summary
Administrative Review of the Technology Work Plan

1) **Work Plan Definition:** The *Technology Work Plan* is a working document that takes 10 recommendations made by the Technology Committee and identifies who is responsible for implementation, which staff are needed to support implementation, what resources may be needed for implementation, expected timelines, anticipated outcomes, possible recommendations for future action, and to whom the outcomes and recommendations should be reported.

2) **Who is served** — The Technology Committee, in seeing how its recommendations were carried out, various units of the College that could be affected by the recommendations being carried out; and administrators who may want to develop a work plan.

Some context: In November 2005, before the Participatory Governance System was in place, the Technology Committee identified ten recommendations to improve and support technological innovation at College of Marin. The ten recommendations were forwarded to the Institutional Planning Committee (IPC) for review and approval. However, the Technology Committee found that the recommendations were not being acted upon as they had hoped. The Director of Organizational Planning and Development met with the Technology Planning Committee Chair to see what could be done. It became apparent that many of the recommendations would require administrative work. The Vice President of Student Learning, an IPC co-chair, agreed to develop a draft work plan; it was presented to the Technology Committee and to IPC. The work plan was adopted and has been used to track progress in addressing the ten goals.

3) **Research Questions:**
   - Does the *Technology Work Plan* describe what must be done to address the ten recommendations made by a standing committee in November 2005?
   - Does the *Technology Work Plan* provide accountability for implementation of the ten recommendations?
   - Is a work plan a useful way to outline and monitor administrative work?

4) **Major Findings** — The *Technology Work Plan* describes what must be done to address the ten recommendations and has been modified several times to work better and to show progress in addressing recommendations. The most significant modification, made at the request of the Technology Committee, was to include a column with a feedback loop so that progress and success in addressing each of the ten recommendations could be reported. The *Technology Work Plan* also shows what other support is needed and where we are in addressing each of the ten recommendations. Such work plan features ensure ongoing review and accountability.

5) **Future Needs** — The *Technology Work Plan* needs to be placed on TracDat so it is more easily modified and accessible to all. Those recommendations that have been addressed and achieved need to stored in a separate file. The remaining recommendations, especially those that have not been achieved, need to be reviewed to assess relevance (given any changes that may have occurred in the intervening time) and feasibility (based on availability of resources). Finally, where the responsibility for the *Technology Work Plan* should placed must be reviewed with an eye to seeing if it should be moved from the Vice President of Student Learning to another office.

This Administrative Review is submitted by:

Anita Martinez
1. Program Definition: The Assessment and Testing office is responsible for providing placement testing in English, Math, ESL (Credit and Non-Credit), and Chemistry. We are the county-wide GED testing site and also provide the Ability-to-Benefit test to students who need to apply for federal financial aid but do not hold a high diploma or the equivalent. For international students in our Intensive English Program at the IVC campus who wish to continue their studies as credit students, we also provide the TOEFL (Test of English as a Foreign Language). We administer approximately 5,000 tests a year, of which more than 1,000 are for Non-Credit ESL students. What we have learned, both from research in the field and from our own experience, is that the way in which testing is presented to a prospective student, especially one who is the first in her family to attend college or who is from a cultural, educational, or linguistic background different from the traditional college population, has a strong effect on how well the student tests, how well the student understands the results of testing, and how likely the student is to succeed.

2. Students Served: We are an intrinsic part of the matriculation process and are very often the first contact a student has with College of Marin. We also go to the local high schools and provide on-site placement testing. After learning of the need, this year we administered credit ESL testing at San Rafael High School to enable graduating ESL students to get a jump start on their dreams of higher education by taking upper level ESL courses in the summer after graduation.

3. Research Questions: We wanted to answer these 3 questions: How many students are we testing and who are they? What kind of testing experience are students currently having? And most importantly, how can we improve our practice in order to better serve our students?

4. Major Findings:
   a) Our English placement test is outdated and soon to be off the Chancellor's list of approved tests. This situation needed our immediate attention since a test over two decades old is of questionable validity; this testing company has revised its tests several times since 1984 (the year our version was implemented) including intensive revision for greater accuracy in placing students from underserved populations. In response, we worked with faculty in the English and Math departments to pilot a new, completely online, student-friendly placement test, Accuplacer. The pilot is now complete and the new test will be used for English and Math placement, tentatively starting next month. This new test is expected to have a positive impact on the matriculation experience of new students, with a particularly positive effect anticipated for underrepresented students. For example, placement testing for a new student with our old tests took approximately 3.5 hours. The new placement tests will take most students under 2 hours to complete.
   b) We do not have a mission statement and need to create one that reflects the overall mission statement of the college, especially emphasizing our role in welcoming new students to COM.
   c) In testing new Non-Credit ESL students, we often have a 1:40 ratio of staff to students and we ideally should have a 1:20 ratio. This will require increased staffing.
   d) Placement testing has been very limited at IVC and we have seen an increased interest in testing in English, Math, and ESL. We have begun to schedule regular testing dates at that campus.
   e) We do not have sufficient information for students available on the college website, including information about the nature of the placement test that would allow students to prepare for it. This information would ideally be available in text and audio, and would provide a choice of Spanish and English for prospective students.

5. Future Needs:
   a) We must keep current with best practices, constantly fine-tune our cross-cultural abilities, and provide staff with opportunities for professional growth.
   b) We need to have increased support for Noncredit ESL testing in the form of cross-culturally competent staff.
   c) We need to increase testing in Math, English, and ESL at IVC and have the staffing increased to provide these services.
   d) We need to develop our webpage and include practice test information and perhaps preparatory workshops for prospective students.
   e) We must appreciate the huge impact that assessment has on student success. Students coming to community colleges are most often underprepared academically and we need to strive to create an encouraging starting point for them as they begin their journey. The way placement results are presented to students is critical; a student can walk away from their dreams of higher education feeling like a loser or they can walk in the door we've opened knowing that although the journey might be long they can count on us for support.

Submitted by: Patricia M. Torres Coordinator Assessment and Testing 10/24/07
BACKGROUND: The Basic Skills Initiative (BSI) is a statewide effort involving community colleges in assessing their performance in serving basic skills students, including retention, successful completion of courses, and progress from basic skills courses into college-level courses. The BSI has been funded at each college for $100,000 based on the college's May 1 submission of baseline performance data, a college-wide assessment of current practices, and a plan for using BSI funds to improve performance. Since a recent three-year study conducted by COM's Research Office showed that 96% or more of incoming students at COM test into at least one basic skills course, this project should have a profound effect on our student success rate overall. A basic tenet of this initiative statewide is that the cost of retaining a student to graduation or transfer is estimated as one-fifth the cost of recruiting a new student to replace one who has left college. In addition to the human cost of failing to move basic skills students forward to transfer/graduation, the financial cost is also significant. Further, increasingly policymakers in the state are concerned with building the number of college-educated students to meet projected workforce needs and keep the state competitive.

The kickoff meeting for COM's Basic Skills Initiative (BSI) on Friday, September 21, was attended by thirty-five faculty, staff, and administrators. The meeting arrived at two areas of consensus:

1) Meeting Structure to Complete Basic Skills Self-Assessment: The self-assessment will be drafted by four teams, representing the four areas of the assessment tool:
   a) Administrative and Organizational Practices
   b) Program Components
   c) Staff Development
   d) Instructional Practices

Each team will hold three two-hour meetings during fall 07/spring 08 followed by two general meetings that culminate in our final report. The group meetings will draft data-based responses to all questions on the self-assessment tool, distribute these answers using a listserv including all BSI members for revision/comment, then incorporate suggestions and disseminate. Based on the feedback they receive from the whole BSI group, each team will complete a planning matrix for their area by March 15, 2008.

The entire BSI group will meet twice in spring 2008 led by all Area Team leaders to complete and finalize the overall plan before sending it to the Academic Senate, President White for review/approval and then to the Board for its April 2008 meeting. After Board approval, the report will be sent to the Chancellor's Office before the May 1 deadline.

2) Data Questioning

The BSI group began by examining data on COM's rates of success and retention available through the state's Data Mart and from cohort studies conducted by Melody Creel's office. We compared COM's performance in the areas of student success, retention, and progress through Basic Skills courses to transfer levels. The goal was not to discuss why these numbers differ from what we would like, nor how we could change things, but rather to identify what trends we could agree upon about the data themselves and what areas of concern these trends raised for us. Our data statements and areas of concern are attached, along with an update on our planning process.

RECOMMENDATION:
For information only.

Administrator Initiating Item: Susan Andrien, Director of Learning Resources, through Anita Martinez, Vice President of Student Learning
BSI Update

On Friday, October 12, thirteen COM faculty, staff, and administrators attended a Basic Skills Initiative regional meeting at Santa Rosa CC, along with representatives from community colleges from all over northern California. During a team planning session, we discussed what we had learned from the data questioning exercise conducted at COM’s BSI kickoff meeting and the best practices described in the BSI literature review. An idea emerged that seems to hold a great deal of promise as a means of improving support for our students in Basic Skills (pre-college) courses. Essentially, the idea is to provide comprehensive, integrated support services for the basic skills students most in need -- those in the first two levels of English skills (62 and 92), those in Math 95, and those in the ESL sequence. This approach already exists in the EOPS model on campus, and was used in La Academia -- that is, having dedicated counseling/advising and other services available in a support program that also provides a kind of "home" on campus for students, where they can have friends who help them through and access to tutoring, mentoring, coaching, etc. Research, especially the work of Vincent Tinto and other retention scholars, has identified this kind of integrated approach as the most effective way to support first-generation and other underserved students. As Blaze Woodief, the faculty co-leader of the BSI, wrote on COM’s Basic Skills listerv, “Essentially, if we were to use this approach, students who sign up for one of these basic skills courses get more than just a course -- they get an entire support system.”

While all four groups continue to meet to assess COM’s current instructional and student support practices, the central discussions favor using our BSI resources to support “one big idea” that will unite and maximize the effect of other smaller initiatives or efforts that will go on in the academic departments. We believe that this approach will also address a number of statewide BSI "effective practice" recommendations, including:

A1: Developmental education as a clearly stated institutional priority
A5: A comprehensive system of support that integrates academic and student support services
B3: Counseling support that is substantial, accessible, and integrated into academic courses and programs.
C4: Staff development opportunities that are flexible, varied, and responsive to the developmental needs of faculty, diverse student populations, and coordinated services and programs.
D3: A developmental education program that addresses holistic development of all aspects of the student.
D10: Programs that provide comprehensive academic support mechanisms, including the use of trained tutors.

Our working title for this concept is the “College Success Initiative” or “CSI: Marin.” Building on the work of the College Success Council that met for many years to plan how COM can best support our basic skills students, the initiative would ideally also include:

- social activities and institutionalized welcoming/orientation activities like the Road to Success (a COM initiative involving faculty and staff in various activities to welcome and orient new students)
- counselors, tutors, and coaches with expertise in developmental students and their problems (both academic and personal issues)
- links/connections with COM’s workforce courses, county/union training programs, job placement services, child care resources, etc
- programs like the Transfer Prep Academy that provide intensive support for Basic Skills students who are also taking transfer-level courses
- early warning systems for students in trouble (3rd week of classes) and other practices demonstrated to increase student retention

Finally, to achieve the coherence we are seeking, these services would be located in a identifiable physical location, like that created by COM’s EOPS, with related labs and classrooms in the same building whenever possible. We look forward to building on this idea and bringing to the Board a more complete version before we report to the statewide BSI funding agency in May. Submitted by Susan Andrien
Basic Skills Data
A) Data Statements

1) COM's overall pass and retention rates are somewhat higher than the statewide rates.
2) COM's success rates for developmental English and Math are somewhat lower than the statewide rates.
3) English/ESL progress at COM is 10% higher than the statewide average but 10-20% less than the colleges that perform best in the state.
4) Math progress at COM is 7% less than the statewide average, but 15-20% less than the colleges that perform best in the state.
5) COM's English/Math college-level placement rates are lower in both Math and English compared with statewide. English is much lower.

B) Areas of Concern

1) Rates of student progress and success at all levels of Math and developmental Math in particular
2) Math 95 is of particular concern.
3) Developmental English rates of progress are low
4) English 98 is of particular concern.
5) Rates of progress and success at all levels of Math and developmental math in particular

C) Data Needs

1) Statewide pass and retention data for Math and English/ESL (disaggregated)
2) Comparison with colleges with similar demographics
3) Number of students who succeed on course retakes
4) Data on why our English/Math placement rates are lower in both Math and English compared with statewide.

The following data statements were generated by discussion of the Math/English cohort analyses:

1) Math: only about 1/3 of our students pass Math 95
   English: About half of our students progress from level to level. Those who pass 120 are likely to pass 150. English 98 appears to be the course that weeds out students.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: California Energy Commission Energy Partnership Program

Date: November 7, 2007
Item & File No. C.9.a

Reason for Board Consideration: INFORMATION

Enclosure(s):
- Proposed Resolution & Application
- Energy Partnership Program Brochure

BACKGROUND:

The California Energy Commission Energy Partnership Program offers the services of experienced engineers and architectural consultants to assist non-profit agencies in obtaining comprehensive energy audits for their existing facilities. These audits identify cost-effective energy projects to create more effective and energy efficient facilities. The California Energy Commission will provide comprehensive energy audit services up to a cost of $20,000 for analysis of selected existing buildings at no cost to the District.

Subsequently an executive summary will be provided recommending potential energy saving projects. These projects will potentially pay for themselves in energy savings in five years or less. The Commission will also assist in identifying State loans and other financial options to fund the projects.

College staff met with representatives of the California Energy Commission and would like to pursue analysis of the Learning Resource Center, the Student Services building, and the Administrative Services Center at the Indian Valley Campus as the funding allows.

The energy commission will give primary consideration to entities that are committed to implementing the project(s) identified by the study. Should the District agree to participate in the audit program, the Energy Commission has offered to come to a future Board meeting to explain the results of the audit findings, potential projects and funding options.

Copies of a proposed Resolution, application and a brochure that explains the program are attached.

If the Board is supportive of participating in this program, an item recommending approval of a resolution and authorization to apply for the audit will be brought to the December Board meeting.

AdministratorInitiating Item

Albert J. Harrison II, Vice President, College Operations
Marin Community College District
California Energy Commission Energy Partnership Program

Resolution # _________________

WHEREAS, the California Energy Commission’s Energy Partnership Program provides technical assistance identifying energy efficiency improvements; and

WHEREAS, the Board of Trustees of the Marin Community College District authorizes the Superintendent/President or designee to apply for technical assistance from the California Energy Commission; and

WHEREAS, the Board of Trustees of the Marin Community College District recognizes that the California Energy Commission has limited funds for technical assistance and that primary consideration will be given to those that are committed to implementing the recommended projects identified through the Energy Partnership Program;

NOW, THEREFORE BE IT RESOLVED that Marin Community College District will seek funding if necessary, to implement the recommended feasible energy efficiency projects identified through the Energy Partnership Program;

BE IT FURTHER RESOLVED, that Superintendent/President or designee is hereby authorized and empowered to execute in the name of the Marin Community College District all necessary documents to implement and carry out the purposes of this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Marin Community College District on this ___ day of _____________ 2007 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA  )
COUNTY OF MARIN     )

I, Frances L. White, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

_________________________
Frances L. White, Superintendent/President
Secretary to the Board
California Energy Commission
Technical Assistance Application

1. Applicant Information

<table>
<thead>
<tr>
<th>Applicant*</th>
<th>Marin Community College District</th>
<th>County: Marin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>835 College Avenue</td>
<td>City: Kentfield</td>
</tr>
<tr>
<td>Street Address:</td>
<td>Same</td>
<td>City: Same</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Robert Thompson</td>
<td>Title: Director Maint/Oper.</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(415) 485-9450</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:bob.thompson@marin.edu">bob.thompson@marin.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

2. Project Description

Type of assistance needed: (Check all that apply)

☑ Existing facilities energy audit and recommendations
☐ New construction energy efficient design
☐ Self generation

Discuss your project(s) and why you require technical assistance.

The HVAC and lighting systems in the selected facilities are 40+ years old, operate inefficiently and are beyond repair. The last comprehensive energy audit was performed by PG&E in 1977. We are requesting performance of an energy audit to determine potential areas for reduction of energy usage and cost savings.

Describe how you plan to implement the recommendations that we may identify, including funding sources.

Consultants/architects to design projects, prepare document and bid. Funding by CEC loan. No District funds available.

Describe current contracts or relationships with architects, consultants, energy services companies, utilities or others.

None on these buildings

Expected project start date 12/1/07 Expected project completion date 11/08

Indicate your economic criteria for selecting projects (Check all that apply)

☐ Projects must have a payback period < ___________ years.
☐ Projects must have an internal rate of return > __________ %.
☐ Other, specify ________________________________

3. Project Team

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Phone Number</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Robert Thompson</td>
<td>(415) 485-9450</td>
<td><a href="mailto:bob.thompson@marin.edu">bob.thompson@marin.edu</a></td>
</tr>
<tr>
<td>Business Manager or Financial Officer</td>
<td>Albert J. Harrison II</td>
<td>(415) 883-2211 X8100</td>
<td><a href="mailto:al.harrison@marin.edu">al.harrison@marin.edu</a></td>
</tr>
<tr>
<td>Facility Name and Address</td>
<td>Year Built</td>
<td>Estimated Building Size (sq. ft.)</td>
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<td>Learning Resource Center, 835 College Avenue, Kentfield, CA 94904</td>
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<td></td>
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<tr>
<td>Example: Pioneer School 1234 Pioneer Street Capitol, CA 95814</td>
<td>1958</td>
<td>35,200</td>
<td></td>
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</tbody>
</table>

5. I have attached the following information:
   - ☑ Governing board resolution
   - □ Latest 12 months of electric and gas utility bills that show the energy costs and the detailed usage information for each facility account the technical assistance is requested for
   - □ Any past energy studies for each facility
   - □ Your site map (e.g., 1-As or a fire evacuation map)
   - □ Annual financial statements (for non-profit organizations only)
   - □ Schematic drawings (if available, for new construction only)

I certify to the best of my knowledge that the data in this application are correct and complete.

Authorized Representative**

Name __________________________ Title __________________________

Signature ______________________ Date ______________________

**Authorized Representative is the one designated by the governing body, in your Resolution, to execute documents in the name of the applicant.
Energy, Partnership Program

Apply Today for Technical Assistance

Cities & Counties  Special Districts  Hospitals & Public Care  Colleges & Universities

www.energy.ca.gov/efficiency/partnership
Call (916) 654-4147
THE ENERGY PARTNERSHIP PROGRAM

ENERGY EFFICIENCY ASSISTANCE FOR PUBLIC AND NON-PROFIT FACILITIES

MAKE YOUR FACILITIES ENERGY EFFICIENT AND REAP BIG BENEFITS

Energy costs are typically three to ten percent of annual operating expenses. For the largest facilities, that can exceed $1 million per year! But you can control and lower energy costs without sacrificing employee comfort or compromising the quality of your operations. It is proven that implementing cost-effective energy efficiency projects reduces annual utility bills by an average of 20 percent, and the savings continue year after year. You spend less for a more comfortable facility, and you conserve increasingly finite and expensive energy resources. Everyone wins.

The Energy Partnership Program

Whether you are building a new facility, renovating an existing one, or want to reduce your energy bills, the Energy Partnership Program can help. This California Energy Commission program offers specific services to help you become more energy wise, such as identifying cost-effective energy projects to meet your needs and providing follow-on design and implementation assistance for these projects.

Here's how we can assist you

Existing Facilities

Use the Energy Partnership Program to target energy efficiency improvements of your existing facility. We can identify energy-related projects that should be implemented immediately as part of a comprehensive energy program. The Energy Partnership Program can also identify state loans and other financing mechanisms to get these projects installed.

Who is eligible?

- Cities
- Counties
- Special districts
- Public or non-profit hospitals
- Public or non-profit public care facilities
- Public or non-profit colleges/universities

FOR EXISTING FACILITIES HERE IS WHAT WE CAN DO FOR YOU:

- Conduct energy audits and prepare feasibility studies
- Review existing proposals and designs
- Develop equipment performance specifications
- Review equipment bid specifications
- Assist with contractor selection
- Assist with commissioning
New Construction

Facilities built with energy efficient designs cost less to operate. That means continuous savings from the first day of operation! It is possible to reduce energy consumption significantly below that set by the state’s minimum building efficiency standard (Title 24), particularly if you get the Energy Partnership Program involved early in the design phase.

Here are some ways we can help with new construction:

- Provide design consultation
- Compare different technologies
- Review schematics and construction plans
- Provide equipment specification consultation
- Identify cost-effective, energy-saving measures
- Develop computer simulation models of your planned project
- Help select experienced professionals with energy efficiency expertise
- Assist with commissioning

Is there a cost to participate in the Energy Partnership Program?

The program has experienced engineering and architectural consultants who provide technical assistance. We provide up to $10,000 of our consultants’ cost. For some applicants, this could cover all the cost for analyzing one or more facilities. With some cost sharing from you, the program can analyze multiple facilities or provide specialized studies/analysis. Once the projects are identified by the Energy Partnership Program, low interest rate loans are available from the Energy Commission to finance the recommendations.
THE ENERGY PARTNERSHIP PROGRAM

THE APPLICATION PROCESS

HOW DO I APPLY?

Application. Complete the enclosed application. Note—On the Application, the word “Applicant” refers to the legal name of your local government, college, hospital, special district, or public care facility.

Supplemental Information. Provide copies of any relevant information about your project, such as past energy studies and preliminary plans or drawings. You must provide the latest 12 months of utility (energy) bills for each account pertaining to the facility(ies) for which you are requesting technical assistance. If fuels are not delivered on a regular schedule (propane, heating oil, etc.), please send invoices for the past two or three years. Also send a site map (a fire evacuation map is satisfactory) for each facility.

3. Governing Board Resolution. We must have a resolution from your governing board before your organization receives technical assistance.

4. Mailing Instructions. Mail your application and supplemental information to:

California Energy Commission
Energy Partnership Program
Public Programs Office
1516 Ninth Street, MS 42
Sacramento, CA 95814-5512

WHEN IS MY APPLICATION DUE?

The Energy Partnership Program is open continuously. There is no final filing date but program funds are limited. Filing promptly will increase your chances of receiving assistance.

HOW WILL YOU EVALUATE MY APPLICATION?

The application must indicate how you plan to execute and fund recommended projects. Also, your Governing Board Resolution must demonstrate a strong commitment to implementing the Energy Partnership Program’s cost-effective recommendations.

FOR MORE INFORMATION:

Visit the Energy Partnership Program Web Site at

www.energy.ca.gov/efficiency/partnership

or call the California Energy Commission
(916) 654-4147
THE ENERGY PARTNERSHIP PROGRAM

THE PROCESS

APPLICATION
You provide information about your organization and the proposed project.

EVALUATION
Energy Commission staff reviews your application and verifies your commitment to implementing the Energy Partnership Program recommendations.

SITE VISIT (OPTIONAL)
Energy Commission staff meets with your project team to discuss the project, review plans, and tour your facilities.

TECHNICAL ASSISTANCE SERVICES
The Energy Partnership Program provides the desired services identified in scope of work.

PROJECT REVIEW
Your agency reviews and comments on the Energy Partnership Program technical reports.

ENERGY PARTNERSHIP PROGRAM SERVICES AGREEMENT
If your agency will be sharing the technical cost with us, a services agreement will be developed and signed by both agencies.

SCOPE OF WORK
Based on the application and site visit, Energy Commission staff determines if the Energy Partnership Program can provide technical assistance. Energy Commission staff develops a scope of work detailing the technical assistance to be provided and discusses it with you.

FINANCING SECURED (OPTIONAL)
Your agency secures financing to implement and complete the projects. Many projects qualify for loans from the Energy Commission.

INSTALLATION / CONSTRUCTION ASSISTANCE (IF REQUESTED)
The Energy Partnership Program consultants can help prepare preliminary equipment bid specifications, select contractors, review proposals and designs, and/or assist your contractors with project commissioning. During construction, Energy Commission staff can be available for consultation.

PROJECT COMPLETE
Energy Commission staff will be available for consultation after the project is completed. This is the start of lower annual energy costs and improved facilities.
How a Past Participant Has Benefited From the Energy Partnership Program

El Dorado County — Continuing Its Quest To Have Energy Efficient Facilities

By working with the Energy Partnership Program, El Dorado County has aggressively improved the energy efficiency of its facilities while lowering annual operating costs. In 1990, the County first applied to the program for technical help in making its heating system more energy efficient. In 1998, the County applied again to improve the energy efficiency of eight facilities covering over 186,000 square feet. An energy audit of these facilities identified lighting, heating, ventilating, and air conditioning projects that could cut energy costs by over 30%. These projects were financed with two state loans—one for $224,032 in 1998, and another for $800,000 in 2002. In 2004, the County again requested technical assistance for four more buildings totaling about 50,000 square feet. An audit of these facilities recommended improvements to the lighting and heating systems and building envelope.

The County’s long involvement with the Energy Partnership Program has already saved them about $50,000 per year in lower energy bills and these savings will grow to over $260,000 once all projects are installed and operating. Thus, the County will recover its project investment of $1.1 million in about 4.3 years. That’s a 20 percent return on investment. Jim Doolittle, county consultant, states “the County will continue its quest to make all facilities energy efficient and less costly to operate and the Commission’s Energy Partnership and Loan Programs are key to making this a reality.”

<table>
<thead>
<tr>
<th>EL DORADO COUNTY PROJECTS</th>
<th>ANNUAL ENERGY COST SAVINGS</th>
<th>PROJECT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lighting Improvements and Controls</td>
<td>$54,400</td>
<td>$215,005</td>
</tr>
<tr>
<td>Energy Efficient Propane Boiler</td>
<td>$103,000</td>
<td>$42,000</td>
</tr>
<tr>
<td>Energy Management System</td>
<td>$47,500</td>
<td>$294,000</td>
</tr>
<tr>
<td>Premium Efficiency Motors</td>
<td>$3,700</td>
<td>$27,700</td>
</tr>
<tr>
<td>Replace Electric Space Heaters</td>
<td>$1,700</td>
<td>$13,300</td>
</tr>
<tr>
<td>Air Handler Improvements</td>
<td>$31,000</td>
<td>$420,000</td>
</tr>
<tr>
<td>Package Unit Replacements</td>
<td>$2,500</td>
<td>$11,000</td>
</tr>
<tr>
<td>Building Envelope Improvements</td>
<td>$900</td>
<td>$5,720</td>
</tr>
<tr>
<td>Kitchen Equipment Replacement</td>
<td>$14,500</td>
<td>$75,700</td>
</tr>
</tbody>
</table>

| TOTALS | $259,200 | $1,104,425 |

<table>
<thead>
<tr>
<th>PROJECT ECONOMICS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Simple Payback (Project Cost/Savings)</td>
<td>4.3 years</td>
</tr>
<tr>
<td>Internal Rate of Return</td>
<td>20%</td>
</tr>
</tbody>
</table>
### 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 its facility and does not plan to include space for the substation.

Administration has agreed to allow the Marin County Sheriff’s Department to locate its substation at the College of Marin. In original discussions, the thought was to allow the Sheriff’s department to use a portion of Temporary Building One, where our Campus Police are currently located. The condition of that building, however, precluded use of the space within the relocation timeline. As a temporary solution, the Sheriff’s Department would like to install a portable building in parking lot 6 adjacent to Temporary Building One (see attached). The building and parking for sheriff vehicles will take up nine parking spaces along the College Avenue side of the parking lot.

A ground lease is in the development stages. Assuming success with the lease negotiations, the lease will be forwarded to the Board for approval at the December 11, 2007 Board meeting.

---

**Administrator Initiating Item**

Albert J. Harrison II, Vice President, College Operations
Approx size and location for MCSO portable bldg. Site approved by Bond Team.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Scheduled Maintenance Five-Year Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2008/09 through 2012/13</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>INFORMATION</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2008/09 through 2012/13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Scheduled Maintenance Plan</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The District’s Scheduled Maintenance Plan is reviewed with the Board of Trustees annually and in preparation for submission of the plan as required to the State Chancellor’s Office.

The Program Plan reflects current knowledge of the District’s facilities needs; however, the Chancellor’s Office allows Districts considerable freedom to redirect money to respond to changing conditions. Projects for 2008/09 through 2012/13 reflect areas that are in sufficient need of repair or replacement. The District’s proposed Program Plan is oriented heavily towards basic repairs; e.g., roofs, ADA compliance, and life/safety, and will be changed as the District identifies facility needs through the Educational Master Plan and subsequently, the Facilities Master Plan and Measure C Modernization program.

The attached plan is submitted for information, review and comments. The document will be brought back to the Board for approval at the December 11 Board meeting.

---

Administrator Initiating Item

*Albert J. Harrison II, Vice President, College Operations*
### 2008-2009

1. KTD Football Field Bleachers                          175,000
2. KTD/IVC - Misc. Roofing Repair / Replacement          175,000
3. IVC - Re-Roof – Bldg 3                                221,680
4. IVC - Re-Roof – Bldg 5                                255,299
5. IVC - Re-Roof – Bldg 6                                225,840
                                                             $1,052,819

### 2009-2010

1. IVC - Re-Roof – Bldg 7                                224,485
2. IVC - Re-Roof – Bldg 18                               235,000
3. IVC - Re-Roof – Bldg 19                               250,160
4. IVC - Re-Roof – Bldg 20                               261,900
5. IVC - Fire Alarm System Replacement, Bldg 4           71,951
                                                             $1,043,496

### 2010-2011

1. IVC - Re-Roof – Bldg 17                               229,160
2. IVC - Re-Roof – Bldg 21                               302,000
3. IVC - Re-Roof – Bldg 22                               207,951
4. IVC - Reestablish Green Belt. Fire-Safe Landscaping w/Sprinklers (life/safety) 225,000
5. KTD - Misc. Roofing Repair / Replacement              175,000
                                                             $1,139,111

### 2011-2012

1. KTD - Fire Alarm Connection to Main Campus System, Student Center 50,000
2. KTD - ADA, Remove Access Barriers, Student Center PH II 345,000
3. IVC - ADA, Access Barrier signage/wayfinding         250,000
4. IVC - Childcare Playground Equipment Upgrades/safety improvement 150,000
5. IVC - Fire Alarm System Replacement, Bldg 5&7        172,393
                                                             $967,393

### 2012-2013

1. KTD - Repair/replacement sprinkler/landscape system  250,000
2. KTD - ADA, Access Barrier signage/wayfinding          200,000
3. IVC - Fire Alarm System Replacement, Bldg 17          96,390
4. KTD/IVC – Misc. Roofing Repair                        202,580
                                                             $748,970
To: Board of Trustees
From: Superintendent/President
Subject: Classified Personnel Recommendations

Date: November 7, 2007
Item & File No. C.11.B

Reason for Board Consideration:

APPROVAL

Enclosure(s):

Recommendations

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Appointment of Classified Personnel
A.1 Appointment of Hourly Personnel
B. 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. Gabri & R. Torres are on the non instructional side of the 50% law.

J. Coombes, E. Gammil & J. Jestadt 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>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><em>Gabri, Kathleen</em>*</td>
<td>Accountant (Temporary Bond Position)</td>
<td>1.0</td>
<td>12</td>
<td>10/08/2007</td>
</tr>
<tr>
<td>2</td>
<td>*Torres, Romulo</td>
<td>Administrative Assistant – NC ESL</td>
<td>.53</td>
<td>12</td>
<td>10/15/2007</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Gabri has accepted the 1.0 FTE/12MPY position of Accountant effective October 8, 2007.
2. Mr. Torres has accepted the .53FTE/12MPY position of Administrative Assistant in NC ESL effective October 15, 2007.

*Employees are in probationary status for six-months.

**Temporary position paid for out of Measure - C Bond Funds for the duration of the Modernization Project.
A.1 APPOINTMENT OF HOURLY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Division/Department</th>
<th>Start Date</th>
<th>Expiration Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Coombes, Judy</td>
<td>Nursing</td>
<td>10/08/2007</td>
<td>06/30/2008</td>
<td>$61.03</td>
</tr>
<tr>
<td>*Gammill, Elwanda</td>
<td>Nursing</td>
<td>10/08/2007</td>
<td>06/30/2008</td>
<td>$61.03</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Ms. Coombes will serve as a Professional Expert - Faculty Mentor for the Capacity Grant.
2. Ms. Gammill will serve as a Professional Expert - Grant Coordinator for the Capacity Grant.

*Human Resources did not receive necessary paperwork from the department until after these individuals worked. These hourly employees need to be paid for work that has already been completed.
B 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>MP Y</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jestadt, Jesse</td>
<td>Instructional Specialist –</td>
<td>From .60 to .6666</td>
<td>12</td>
<td>Temp.</td>
<td>10/01/2007 – 01/02/2008</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Temporary increase in assignment effective October 1, 2007 through January 02, 2008.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To: Board of Trustees                             Date: November 7, 2007
From: Superintendent/President                   Item & File No. C.11.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>Verdugo, Diana</td>
<td>Director, Non-Credit and ESL Instruction, Contract</td>
<td>1.0</td>
<td>Permanent</td>
<td>11/8/07</td>
</tr>
<tr>
<td></td>
<td>L.</td>
<td>and Community Education and Services</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Diana L. Verdugo has been appointed to the position of Director of Non-Credit and ESL Instruction, Contract and Community Education and Services.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:  Board of Trustees  Date: November 7, 2007
From:  Superintendent/President  Item & File No. C.11.D
Subject:  Short-Term Hourly Positions
Reason for Board Consideration:  Enclosure(s):

APPROVAL  Job Descriptions

BACKGROUND

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

Short-Term Hourly Positions.

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

House Manager, Recording Tech and Stage Manager in the Music Department are on the non-instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
### A. SHORT TERM HOURLY POSITIONS – November 7, 2007

<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>Performing Arts Music</td>
<td><strong>House Manager</strong> – Assist Classified Staff to: Manage house; opening &amp; locking building and theatre; distribute programs; direct ushers; collect cash donations; guard art gallery; coordinate with Stage Manager and faculty to open house, turn house lights for Music Dept. concerts on: November 30, December 1, 3, 8, 9, 11, 12, 15 (2007) and January 18, 19, 25, 26, 27 (2008).</td>
<td>2 (usually only need one person per concert)</td>
<td>11/30/2007</td>
<td>01/27/2008</td>
<td>$10.25 hour – $11.25 hour DOE</td>
</tr>
<tr>
<td></td>
<td><strong>Stage Manager</strong> – Assist Classified Staff. Must be familiar with musical score so technical cues during rehearsals and performances can be called correctly. Be sure everyone involved with production is in place on time, coordinate with House Manager as to when lights and curtains</td>
<td>2 (usually only need one person per concert)</td>
<td>12/08/2007</td>
<td>01/27/2007</td>
<td>$10.25 hour – $11.25 hour DOE</td>
</tr>
</tbody>
</table>

November 7, 2007
go up for beginning time of show; help set-up re-arrangement or adjustments during concerts and strike at end of Music Dept. concerts and dress rehearsals on: December 8, 2007 and January 14, 15, 16, 17, 18, 19, 25, 26, 27 (2008).

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.
BOARD AGENDA ITEM

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

Reason for Board Consideration: APPROVAL

BACKGROUND:

The accompanying transfer information includes fifteen budget transfers in October, totaling $40,066.00 from Unrestricted Funds. Funds of budget transfer 387, for $3,221.73 from the Unrestricted Reserve contingency account, were directed to pay for multimedia software license fees for 2007/2008.

There were six transfers in Restricted Funds for $144,900.14 in October. There was one budget transfer from Restricted Reserves contingency account for $30,000.00 from the annual Foundation and Grant to fund the nursing program.

There were two budget transfers in the Measure C Fund for a total of $125,000.00 for travel to the Banner conference and to fund the PE portables design, construction and leasing.

Net effect of transfers for the Month of October.

<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>(14,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2000 (Classified Salary)</td>
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<tr>
<td>3000 (Employee Benefits)</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>7,484</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>(82,212)</td>
<td>-</td>
<td></td>
<td>125,000</td>
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</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>141,949</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>(33,222)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8000 (Income)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<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 October Budget Transfers – FY 2007/08.
### Budget Transfers

#### Unrestricted

<table>
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<th>BT #</th>
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<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
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#### Restricted Fund

<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
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<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
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<td>85</td>
<td>0</td>
<td>85</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>363</td>
<td>(100,000)</td>
<td>100,000</td>
<td>0</td>
<td>100,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>369</td>
<td>(26,800)</td>
<td>26,800</td>
<td>0</td>
<td>26,800</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Total General Fund

<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(14,000.00)</td>
<td>(20,000.00)</td>
<td>-</td>
<td>7,484.42</td>
<td>(82,212.13)</td>
<td>141,949.44</td>
<td>(33,221.73)</td>
<td>-</td>
</tr>
</tbody>
</table>

#### Children's Center

| 1    | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
| 2    | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
| 3    | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |

#### Measure C

| 364  | 115,000.00 | (115,000.00) | 0      | 115,000 | 0      | 0      | 0      | 0      |
| 372  | 10,000.00  | (10,000.00)  | 0      | 10,000  | 0      | 0      | 0      | 0      |
|      | 125,000.00 | (30,000.00)  | 0      | 204,900.14|

#### Total All Fund

<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(14,000)</td>
<td>(20,000)</td>
<td>0</td>
<td>7,484</td>
<td>42,768</td>
<td>16,949</td>
<td>(33,222)</td>
<td>0</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.
<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>November 7, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.F</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Warrant Approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td>Warrant Listing</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

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

For the period **10/02/2007 through 10/23/2007**, warrants **69151-69157 and 70979-71952 (Banner System checks)** were issued in the total amount of **$2,701,466.41**.

**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: November 7, 2007

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services

Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 69151-69157 and 70979-71952 in the amount of $2,701,466.41 for all funds for the period 10/02/2007 through 10/23/2007 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 $644,146.56 of the above amount. August payroll has yet to be uploaded.

President or Designee

EXPENDITURE SUMMARY
2007/2008
General Fund – All Programs
Period Ending 10/23/2007

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>20,738,982</td>
<td>0</td>
<td>4,955,240</td>
<td>15,783,742</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>10,977,159</td>
<td>0</td>
<td>2,641,318</td>
<td>8,335,841</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>10,155,143</td>
<td>0</td>
<td>2,378,580</td>
<td>7,776,563</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,254,318</td>
<td>198,099</td>
<td>170,275</td>
<td>885,943</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>7,605,487</td>
<td>516,059</td>
<td>1,294,180</td>
<td>5,795,248</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,097,515</td>
<td>142,571</td>
<td>238,557</td>
<td>716,387</td>
</tr>
<tr>
<td><strong>Other Outgo</strong></td>
<td>4,905,244</td>
<td>0</td>
<td>2,586</td>
<td>4,902,658</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>56,733,848</td>
<td>856,729</td>
<td>11,680,737</td>
<td>44,196,383</td>
</tr>
</tbody>
</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.
** Includes financial aid awards and inter-fund transfers.
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>November 7, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.11.G</td>
</tr>
<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
<td>Reason for Board Consideration:</td>
<td>Approval</td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>List of Equipment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

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

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

**RECOMMENDATION:**

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

---

**Administrator Initiating Item**

Albert J. Harrison II, Vice President of College Operations
<table>
<thead>
<tr>
<th>Quan.</th>
<th>Campus Location</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KTD</td>
<td>Dell Monitor/PC</td>
<td>00167/9078</td>
<td>7 yrs</td>
<td>Working/Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>PC/Monitor/Keyboard/Speakers</td>
<td>KDS000843</td>
<td>10 yrs</td>
<td>Working/Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>Computer</td>
<td>BCS00843</td>
<td>Same</td>
<td>Same</td>
<td>Same</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>Old Computer</td>
<td>808</td>
<td>10 yrs</td>
<td>Broken</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td></td>
<td>Unk</td>
<td>10+ yrs</td>
<td>Obsolete</td>
<td>Junk</td>
</tr>
</tbody>
</table>
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: College of Marin Unfunded Liability Funding Plan
Date: November 7, 2007
Item & File No. C.12.A

Reason for Board Consideration: APPROVAL

Enclosure(s):
College of Marin Unfunded Liability Funding Plan

BACKGROUND:

The Board of Trustees, through a series of meetings and discussions, has addressed all of the Retiree Health Benefit unfunded liability issues except a funding plan. Several funding options have been presented identifying the advantages, challenges and disadvantages of each option. The Board of Trustees received the attached College of Marin Unfunded Liability Funding Plan for review at the October 9, 2007 Board meeting.

Based on the previous discussions it is staff’s opinion that the suggested Funding Plan meets the requirements of GASB and is the best alternative at this time.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached plan to fund the College of Marin’s unfunded retiree health liability.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
College of Marin Unfunded Liability Funding Plan

November 7, 2007

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

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

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

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

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

As presented at the Board workshop earlier today, the Indian Valley Campus Pool Locker/Shower building is showing evidence of extensive damage to the walls and support structures. The total extent of the damage or required repairs will not be known until further investigation is done. In addition to the locker/shower area, there is also evidence of wood deterioration along the windscreen that runs along the pool deck.

The District entered into agreement with architect Andrew Tibor Fecskes to investigate the locker/shower building at a cost of $10,000 paid for from the general fund. Mr. Fecskes has worked with the College in the past and is very familiar with the facilities.

Upon investigation, and consultation with Terminex for pest inspection, URS Construction Services, and the Department of State Architect for inclusion of required accessibility and fire alarm modifications, an estimate has been prepared. The locker/shower portion of the estimate is estimated at a worst-case scenario. Further investigation may show a lesser degree of damage than has been included in the estimates. There are two repair options provided for the windscreen.

**Interior Repairs Locker/Shower Area**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men/Women's Showers Interior</td>
<td>221,025</td>
</tr>
<tr>
<td>Replace Ceilings</td>
<td>27,320</td>
</tr>
<tr>
<td>Replace Shower System</td>
<td>216,778</td>
</tr>
<tr>
<td>Replace Lighting</td>
<td>7,805</td>
</tr>
<tr>
<td>DSA Requirements</td>
<td>53,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$526,864</strong></td>
</tr>
</tbody>
</table>

**Exterior Repairs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wind Screen - Replace in Kind</td>
<td>73,989 (Option 1)</td>
</tr>
<tr>
<td>Repair outside gates</td>
<td>2,384</td>
</tr>
<tr>
<td>Repair siding south wall</td>
<td>19,866</td>
</tr>
</tbody>
</table>

**Option 1 Total Estimate**

**$623,103**

**OR**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wind Screen - Replace w/steel</td>
<td>35,648 (Option 2)</td>
</tr>
</tbody>
</table>

**Option 2 Total Estimate**

**$584,762**

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees authorize staff to proceed with further investigation and to request bids for repairs of the Indian Valley College Locker/Shower Repairs and/or Wind Screen as appropriate and based on funds available.

Administrator Initiating Item

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

To: Board of Trustees
From: Superintendent/President
Subject: Reject Second Tort Claim – Pamela Mize-Kurzman

Reason for Board Consideration: APPROVAL

BACKGROUND:

The District has received a Second Tort Claim on behalf of Pamela Mize-Kurzman. This claim alleges injuries sustained by Ms. Mize-Kurzman due to continuing course of conduct toward her. The claim restates, as a matter of background, claims from the initial Tort Claim received in December and supplements that claim.

Under the direction of the District’s insurance administrator, and by operation of law, the timely portions of the claim have been automatically rejected on day forty-five and the untimely portions of the claim are returned as late.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees ratify the action taken by the District as operation of law, to reject the timely portions of the second tort claim made on behalf of Pamela Mize-Kurzman and to return the untimely portions of the claim.

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: November 7, 2007
Item & File No. C.12.D

Subject: Destruction of Records, Fiscal Services and College Operations

Reason for Board Consideration: APPROVAL

Enclosure(s): Resolution

BACKGROUND:

The Fiscal Services and College Operations Departments have excessive amounts of paper records stored in the Corporation Yard and the Library Building at the Indian Valley Campus. These records date back twenty years or more and take up an enormous amount of space. Over the years, it has been necessary to hire an outside moving company on several occasions to move the records when the space is needed for other college activities. This is costly and the records are not placed in the new space in any particular order, making it very difficult to retrieve information that is needed.

In anticipation of a portion of the Auto Technology program moving into the Indian Valley Campus Corporation Yard while the new Transportation Technology building renovations are taking place, it is necessary to remove the storage records from that area in early spring.

In the absence of a College records retention policy, the Fiscal and College Operations departments are unable to dispose of records that are no longer required and workspaces are over-flowing with paperwork. Until the Board has adopted a records retention policy as part of the Policy/Procedure Update Project, staff are requesting authorization to use the guidelines established by the California State Department of General Services General Records Retention Schedule to determine what Fiscal and College Operations records can be destroyed. It is understood that some college records may be unique to the College. These records will be retained until a College retention policy and procedures have been adopted.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution authorizing the destruction and or disposal of Fiscal Services and College Operations records per the California State Department of General Services General Records Retention Guidelines until a College Policy and Procedure has been adopted.

Administrator Initiating Item

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

RESOLUTION # 11/07/07 C.12.D

DISPOSAL OF FISCAL SERVICES AND COLLEGE OPERATIONS RECORDS

WHEREAS, the Fiscal Services and College Operations offices of the Marin Community College District have excessive amounts of obsolete stored paper records; and

WHEREAS, the Marin Community College District does not have a records retention policy and/or procedure for disposing of these obsolete records; and

WHEREAS, the California State Department of General Services has developed General Retention schedules for the following categories: Personnel and Payroll, Fiscal, Administrative and Common, e-mail and Information Technology.

NOW THEREFORE BE IT RESOLVED that certain Fiscal Services and College Operations records will be disposed of or destroyed following the guidelines established by the State Department of General Services.

BE IT FURTHER RESOLVED that upon the adoption of a College Policy and Procedure on records retention and disposal, those procedures, upon adoption by the Board of Trustees, will become the standard for records disposal, making this Resolution obsolete.

PASSED AND ADOPTED this 7th day of November 2007, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

STATE OF CALIFORNIA

COUNTY OF MARIN

I, Frances L. White, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.
Wanden Treanor, President

Philip J. Kranenburg, Clerk

Eva Long, Ph.D., Member

Harry J. Moore, Member

Carole Hayashino, Vice President

Barbara Dolan, Member

Greg Brockbank, Member

Hoa-Long Tam, Student Member
BACKGROUND:

The need to prepare an EIR for the project was established by the District as a result of a preliminary evaluation of the likely effects on the project. A Notice of Preparation- Draft Environmental Impact Report (NOP) was issued for the proposed project on March 12, 2007 and the Draft Environmental Impact Report (DEIR) was issued on July 24, 2007 for public comment. The DEIR identifies the likely environmental consequences of the project and recommends mitigation measures to reduce or eliminate significant impacts. The comment period ended on September 6, 2007. The CEQA Findings and Final Environmental Impact Report (FEIR), sent October 24, 2007 for review, respond to comments received on the DEIR and clarify/correct DEIR text as required. Resolution No. 11/07/07 C.12.E.1 is presented herein for certification.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board adopt Resolution No. 11/07/07 C.12.E.1 to certify the Final Environmental Impact Report for the Measure C Bond Spending Implementation Plan for the College of Marin, Kentfield Campus; adopt Environmental Findings and a Statement of Overriding Considerations pursuant to the California Environmental Quality Act; adopt the Mitigation Monitoring and Reporting Program; and approve the Measure C Bond Spending Implementation Plan dated 7/20/2007 for the Kentfield Campus.
RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE MEASURE C BOND SPENDING IMPLEMENTATION PLAN FOR COLLEGE OF MARIN, KENTFIELD CAMPUS, ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING THE MEASURE C BOND SPENDING IMPLEMENTATION PLAN.

WHEREAS, the Marin Community College District (the “District”) proposes to adopt and implement Measure C Bond Spending Implementation Plan (BSIP) for the College of Marin, Kentfield Campus (“Project”); and

WHEREAS, the District is the lead agency for the Project and, after review through the Initial Study and determination of a finding pursuant to the California Code of Regulations §15064, directed the preparation of the Draft Environmental Impact Report (“Draft EIR”) for the Project, including a Notice of Preparation, which was available for review from July 24, 2007 to September 6, 2007; and.

WHEREAS, a Draft EIR (SCH No. 2007032098) was prepared for the Project pursuant to and in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seg.) (“CEQA”) and the Guidelines for Implementation of CEQA (Title 14, California Code of Regulations (“CCR”), Sections 15000 et seg.) (“CEQA Guidelines”); and

WHEREAS, the District posted a Notice of Availability of the Draft EIR at the College of Marin, Kentfield Campus, at the office of the Clerk-Recorder County of Marin, and at the State Clearinghouse; and

WHEREAS, the Draft EIR informed the public of the District’s efforts in addressing the environmental effects and adopting feasible mitigation measures associated with the Project, except as to those matters for which a Statement of Overriding Considerations would be adopted, and the District’s intent to pursue the program and Project, and invited the public to examine the Draft EIR in support of such findings; and

WHEREAS, written comments on the Draft EIR were received from the public and reviewing public agencies during the 45-day public review period from July 24, 2007 to September 6, 2007; and
WHEREAS, such comments were responded to through a Response to Comments document and said document was made available in a manner prescribed by CEQA and the CEQA Guidelines; and

WHEREAS, Public Resources Code section 21092.5(a) requires the District provide a written response to any public agency that commented on the Draft EIR and the Response to Comments document is included in the Final EIR; and

WHEREAS, the District has reviewed and considered the Draft and Final EIR and Mitigation Monitoring and Reporting Program (the “MMRP”), which is part of the Final EIR, with respect to the Project, including all comments and responses thereto; and

WHEREAS, pursuant to the Public Resources Code section 21082.1, the District staff has independently reviewed and analyzed the information contained in the Draft and Final Environmental Impact Reports (“Draft and Final EIR” or “Final EIR”) (SCH No. 2007032098) and the conclusions of the Draft and Final EIR reflect the independent judgment of the District; and

WHEREAS, the District has taken all actions required by applicable law related to the preparation, circulation, and review of the Draft and Final EIR.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Marin Community College District at the meeting held on November 7, 2007, the following:

SECTION 1:

The Draft and Final EIR are adequate and complete documents completed in accordance with CEQA and the CEQA Guidelines.

SECTION 2:

The Board of Trustees hereby certifies that a full and fair public comment period on the Draft EIR was provided and it received comments thereon and provided responses thereto, which comments and responses are included in the Final EIR; the District as the lead agency has reviewed and considered the Draft and Final EIR and the information contained therein prior to deciding whether to approve the proposed Project, including all comments received thereon and responses thereto; and the Board of Trustees finds that the Draft and Final EIR reflect the independent judgment and analysis of the Board of Trustees and the District. These actions having been taken, the Board of Trustees hereby approves, certifies, and adopts the Draft EIR and Final EIR, including the Draft EIR and other associated documents, for the Project, said Draft and Final EIR is attached hereto and incorporated herein by reference as Exhibit “A.”
SECTION 3:

The Board of Trustees hereby makes and adopts the CEQA Findings as set forth in Exhibit "B," which is attached hereto and incorporated herein by reference. The CEQA Findings identify the following: the project will not result in any significant impacts for the study area of Public Utilities, therefore no mitigation is required; significant or potential impacts will be reduced to a less than significant level with incorporation of mitigation measures for the study areas of Land Use and Planning, Geology, Soils and Seismicity, Biological Resources, Hydrology and Water Quality, Hazardous Materials, Visual Resources, Cultural Resources, Transportation, Air Quality, Noise, Public Services, and Energy and Sustainability; and significant impacts will be unavoidable in the study area of Cultural Resources and Noise and a Statement of Overriding Considerations has been made for these specific significant, unavoidable impacts and is set forth below in Section 4 below.

SECTION 4:

The project will have significant, unavoidable impacts in the study areas of Cultural Resources and Noise as described in detail in the Draft and Final EIR and CEQA Findings. As a result, the Board must make a Statement of Overriding Considerations pursuant to State CEQA Guidelines Sections 15043 and 15093. This Statement allows a lead agency to cite a project’s general economic, social or other benefits as a justification for choosing to allow the occurrence of specified significant environmental effects that have not been avoided. The Board of Trustees hereby makes and adopts the Statement of Overriding Considerations as set forth in the CEQA Findings, Exhibit “B,” and incorporates that Statement herein by reference.

SECTION 5:

A mitigation monitoring and reporting program has been drafted to meet the requirements of Public Resources Code section 21081.6 as a Mitigation Measure Monitoring and Reporting Program ("MMRP"). This program is designed to ensure compliance with project changes and mitigation measures imposed to avoid or substantially lessen the significant effects identified in the Draft and Final EIR. The Board of Trustees hereby makes and adopts the MMRP, as set forth in the mitigation monitoring and report checklist, which is included in the Final EIR, Exhibit “A,” and incorporates the MMRP herein by reference.

SECTION 6:

The Board of Trustees finds that the project alternatives identified in the Draft and Final EIR would not achieve the primary objectives of the Project, except for Alternative 4. Accordingly, and for reasons set forth herein, including in the Draft and Final EIR (Exhibit A) and the CEQA Findings (Exhibit B) attached hereto, the Board of Trustees hereby rejects such other alternatives and accepts Alternative 4 and finds that the Project is the only alternative with the addition of Alternative 4 to meet the project objectives.
SECTION 7:

The Final EIR which includes the Draft EIR, Technical Appendices, Response to Comments, and MMRP, and the Exhibits referenced herein, are on file and available at the Marin Community College District, Swinerton Management and Consulting, 835 College Avenue, Building MS-3, Kentfield, CA 94904.

SECTION 8:

The Board of Trustees hereby adopts and approves implementation of the Measure C Bond Spending Implementation Plan for College of Marin, Kentfield Campus, as amended with the inclusion of Alternative 4 in the Project as of November 7, 2007, and directs the Superintendent-President or her designee to make appropriate changes on the Bond Spending Implementation Plan for the Kentfield Campus.

SECTION 9:

The President of the Board of Trustees shall sign this resolution and the Secretary shall attest and certify to the passage and adoption thereof.

SECTION 10:

The Board of Trustees directs District staff to file with the County Clerk-Recorder of the County of Marin and the State Clearinghouse a Notice of Determination, pursuant to Title 14, CCR section 15094.

This Resolution is APPROVED AND ADOPTED by the Board of Trustees of the Marin Community College District on November 7, 2007.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

__________________________
President, Board of Trustees

ATTEST:

__________________________
Secretary, Board of Trustees
Wanden Treanor, President

Philip J. Kranenburg, Clerk

Eva Long, Ph.D., Member

Harry J. Moore, Member

Carole Hayashino, Vice President

Barbara Dolan, Member

Greg Brockbank, Member

Hoa-Long Tam, Student Member
BACKGROUND:

The need to prepare an EIR for the project was established by the District as a result of a preliminary evaluation of the likely effects on the project. A Notice of Preparation- Draft Environmental Impact Report (NOP) was issued for the proposed project on March 12, 2007 and the Draft Environmental Impact Report (DEIR) was issued on July 24, 2007 for public comment. The DEIR identifies the likely environmental consequences of the project and recommends mitigation measures to reduce or eliminate significant impacts. The comment period ended on September 6, 2007. The CEQA Findings and Final Environmental Impact Report (FEIR), sent October 24, 2007 for review, respond to comments received on the DEIR and clarify/correct DEIR text as required. Resolution No. 11/07/07 C.12.E.2 is presented herein for certification.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board adopt Resolution No. 11/07/07 C.12.E.2 to certify the Final Environmental Impact Report for the Measure C Bond Spending Implementation Plan for the College of Marin, Indian Valley Campus; adopt Environmental Findings and a Statement of Overriding Considerations pursuant to the California Environmental Quality Act; adopt the Mitigation Monitoring and Reporting Program; and approve the Measure C Bond Spending Implementation Plan dated 7/20/2007 for the Indian Valley Campus.
RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE MEASURE C BOND SPENDING IMPLEMENTATION PLAN FOR COLLEGE OF MARIN, INDIAN VALLEY CAMPUS, ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING THE MEASURE C BOND SPENDING IMPLEMENTATION PLAN.

WHEREAS, the Marin Community College District (the "District") proposes to adopt and implement Measure C Bond Spending Implementation Plan (BSIP) for the College of Marin, Indian Valley Campus ("Project"); and

WHEREAS, the District is the lead agency for the Project and, after review through the Initial Study and determination of a finding pursuant to the California Code of Regulations §15064, directed the preparation of the Draft Environmental Impact Report ("Draft EIR") for the Project, including a Notice of Preparation, which was available for review from July 24, 2007 to September 6, 2007; and.

WHEREAS, a Draft EIR (SCH No. 2007032097) was prepared for the Project pursuant to and in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and the Guidelines for Implementation of CEQA (Title 14, California Code of Regulations ("CCR"), Sections 15000 et seq.) ("CEQA Guidelines"); and

WHEREAS, the District posted a Notice of Availability of the Draft EIR at the College of Marin, Indian Valley Campus, at the office of the Clerk-Recorder County of Marin, and at the State Clearinghouse; and

WHEREAS, the Draft EIR informed the public of the District’s efforts in addressing the environmental effects and adopting feasible mitigation measures associated with the Project, except as to those matters for which a Statement of Overriding Considerations would be adopted, and the District’s intent to pursue the program and Project, and invited the public to examine the Draft EIR in support of such findings; and

WHEREAS, written comments on the Draft EIR were received from the public and reviewing public agencies during the 45-day public review period from July 24, 2007 to September 6, 2007; and
WHEREAS, such comments were responded to through a Response to Comments document and said document was made available in a manner prescribed by CEQA and the CEQA Guidelines; and

WHEREAS, Public Resources Code section 21092.5(a) requires the District provide a written response to any public agency that commented on the Draft EIR and the Response to Comments document is included in the Final EIR; and

WHEREAS, the District has reviewed and considered the Draft and Final EIR and Mitigation Monitoring and Reporting Program (the “MMRP”), which is part of the Final EIR, with respect to the Project, including all comments and responses thereto; and

WHEREAS, pursuant to the Public Resources Code section 21082.1, the District staff has independently reviewed and analyzed the information contained in the Draft and Final Environmental Impact Reports (“Draft and Final EIR” or “Final EIR”) (SCH No. 2007032098) and the conclusions of the Draft and Final EIR reflect the independent judgment of the District; and

WHEREAS, the District has taken all actions required by applicable law related to the preparation, circulation, and review of the Draft and Final EIR.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Marin Community College District at the meeting held on November 7, 2007, the following:

SECTION 1:

The Draft and Final EIR are adequate and complete documents completed in accordance with CEQA and the CEQA Guidelines.

SECTION 2:

The Board of Trustees hereby certifies that a full and fair public comment period on the Draft EIR was provided and it received comments thereon and provided responses thereto, which comments and responses are included in the Final EIR; the District as the lead agency has reviewed and considered the Draft and Final EIR and the information contained therein prior to deciding whether to approve the proposed Project, including all comments received thereon and responses thereto; and the Board of Trustees finds that the Draft and Final EIR reflect the independent judgment and analysis of the Board of Trustees and the District. These actions having been taken, the Board of Trustees hereby approves, certifies, and adopts the Draft EIR and Final EIR, including the Draft EIR and other associated documents, for the Project, said Draft and Final EIR is attached hereto and incorporated herein by reference as Exhibit “A.”

2
SECTION 3:

The Board of Trustees hereby makes and adopts the CEQA Findings as set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. The CEQA Findings identify the following: the project will not result in any significant impacts for the study areas of Land Use and Planning and Public Utilities, therefore no mitigation is required; significant or potential impacts will be reduced to a less than significant level with incorporation of mitigation measures for the study areas of Geology, Soils and Seismicity, Biological Resources, Hydrology and Water Quality, Hazardous Materials, Cultural Resources, Transportation, Air Quality, Noise, Public Services, and Energy and Sustainability; and significant impacts will be unavoidable in the study area of Noise and a Statement of Overriding Considerations has been made for this specific significant, unavoidable impact and is set forth below in Section 4 below.

SECTION 4:

The project will have significant, unavoidable impacts in the study area of Noise as described in detail in the Draft and Final EIR and CEQA Findings. As a result, the Board must make a Statement of Overriding Considerations pursuant to State CEQA Guidelines Sections 15043 and 15093. This Statement allows a lead agency to cite a project’s general economic, social or other benefits as a justification for allowing the occurrence of specified significant environmental effects that have not been avoided. The Board of Trustees hereby makes and adopts the Statement of Overriding Considerations as set forth in the CEQA Findings, Exhibit “B,” and incorporates that Statement herein by reference.

SECTION 5:

A mitigation monitoring and reporting program has been drafted to meet the requirements of Public Resources Code section 21081.6 as a Mitigation Measure Monitoring and Reporting Program (“MMRP”). This program is designed to ensure compliance with project changes and mitigation measures imposed to avoid or substantially lessen the significant effects identified in the Draft and Final EIR. The Board of Trustees hereby makes and adopts the MMRP, as set forth in the mitigation monitoring and report checklist, which is included in the Final EIR, Exhibit “A,” and incorporates the MMRP herein by reference.

SECTION 6:

The Board of Trustees finds that the project alternatives identified in the Draft and Final EIR would not achieve the primary objectives of the Project. Accordingly, and for reasons set forth herein, including in the Draft and Final EIR (Exhibit A) and the CEQA Findings (Exhibit B) attached hereto, the Board of Trustees hereby rejects such alternatives and finds that the Project is the only alternative to meet the project objectives.
SECTION 7:

The Final EIR which includes the Draft EIR, Technical Appendices, Response to Comments, and MMRP, and the Exhibits referenced herein, are on file and available at the Marin Community College District, Swinerton Management and Consulting, 835 College Avenue, Building MS-3, Kentfield, CA 94904.

SECTION 8:

The Board of Trustees hereby adopts and approves implementation of the Measure C Bond Spending Implementation Plan for College of Marin, Indian Valley Campus, as amended as of November 7, 2007.

SECTION 9:

The President of the Board of Trustees shall sign this resolution and the Secretary shall attest and certify to the passage and adoption thereof.

SECTION 10:

The Board of Trustees directs District staff to file with the County Clerk-Recorder of the County of Marin and the State Clearinghouse a Notice of Determination, pursuant to Title 14, CCR section 15094.

This Resolution is APPROVED AND ADOPTED by the Board of Trustees of the Marin Community College District on November 7, 2007.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

________________________________________
President, Board of Trustees

ATTEST:

________________________________________
Secretary, Board of Trustees
Wanden Treanor, President

Philip J. Kranenburg, Clerk

Eva Long, Ph.D., Member

Harry J. Moore, Member

Carole Hayashino, Vice President

Barbara Dolan, Member

Greg Brockbank, Member

Hoa-Long Tam, Student Member
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Measure C Bond Program Furniture Procurement – Kentfield & Indian Valley Campuses
        Piggyback Contract with Foundation for California Community Colleges (FCCC)

Date: November 7, 2007

Item & File No. C.12.E.3

Reason for Board Consideration:

APPROVAL

Enclosure(s):

KI Corporate Purchasing Agreement
(Contract # CA0918B)
Confirmation Letter from KI

BACKGROUND:

The Marin Community College District, as a member of the Foundation for California Community Colleges (FCCC), is eligible to participate in the KI Corporate Purchasing Agreement (Contract # CA 0918B). This contract entitles the Marin Community College District to utilize pricing, terms and conditions within the contract for the purchase of furniture for Measure C Bond Program items as well as non-bond items.

The District recommends that the Board of Trustees authorize the designated use of the FCCC KI Corporate Purchasing Agreement for the procurement of furniture for both bond and non-bond items.

FISCAL IMPACT:

All bond related furniture purchases will be paid from bond funds. FF&E (Furniture, Fixtures & Equipment) budgets have been established as per the approved Revised Bond Spending Plan.

RECOMMENDATION:

The Superintendent/President recommends that the Board authorize the District to utilize the KI Corporate Purchasing Agreement through the FCCC for all bond and non-bond related furniture procurement.
= October 11, 2007

College of Marin
P.O. Box 144003
Kentfield CA 94914

To Whom It May Concern:

By means of this letter please note that the College of Marin is eligible and authorized to utilize the Foundation for California Community Colleges (FCCC) contract. This authorization entitles them to the pricing, terms, and conditions of the contract.

The FCCC contract can be utilized by the College of Marin for both bond and non-bond furniture acquisitions, based on the discounts and tier structures stipulated within the contract.

Should you have any questions or require any additional information please contact me at your convenience.

Phone: 800-454-9796, ext.2396
E-mail: paul.schueller@ki.com

Sincerely,

[Signature]

Paul L. Schueller
Sales Operations Manager
Contract/Quotation Department
CORPORATE PURCHASING AGREEMENT

Between: Krueger International, Inc. (KI), a Wisconsin Corporation, a manufacturer of office furniture and accessories, with its principal offices at 1330 Bellevue Street, Green Bay, Wisconsin 54302, and the Foundation for California Community Colleges (FCCC), an Educational Institution, hereinafter referred to as the Foundation for California Community Colleges, with its principal offices at 1102 Q Street, Sacramento, California, 95814, and includes all divisions, sub-divisions, and affiliates.

1. **NOW, THEREFORE,** the parties hereby agree as follows:

   (a) KI agrees to sell to the member colleges of the Foundation for California Community Colleges and the member colleges agree to purchase from time to time certain products from KI.

   (b) KI agrees to provide ongoing assistance in product specification where called for at no additional charge.

2. **TERM**

   (a) This agreement shall commence on June 20, 2006 and shall remain in full force and effect until April 2, 2009.

   (b) This agreement is cancelable by either party upon thirty (30) days written notice. All work in process at time of cancellation will continue until completion under terms of this agreement.

3. **PRICING and PURCHASE ORDERS:**

   (a) KI will offer its entire product line, unless otherwise stated in this agreement, to the Foundation for California Community Colleges on a direct shipment basis, Delivered and installed basis (Option A) or Drop Ship basis (Option B) per Alameda County RFQ #003-1-7458.
Corporate Purchasing Agreement
KI and the Foundation for California Community Colleges
June 20, 2006
Page 2 of 9

(b) **Pricing:** Pricing for products purchased from KI shall be list prices in effect on date of purchase order less the following discount(s).

<table>
<thead>
<tr>
<th>KI PRODUCTS</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option A:</strong> (Delivered &amp; Installed)</td>
<td>(Off List per order)</td>
</tr>
<tr>
<td>$1-$100,000</td>
<td>48%</td>
</tr>
<tr>
<td>$100,001-$250,000</td>
<td>52%</td>
</tr>
<tr>
<td>$250,001-$500,000</td>
<td>55%</td>
</tr>
<tr>
<td>$500,001-$750,000</td>
<td>57%</td>
</tr>
<tr>
<td>$750,001-$2,500,000</td>
<td>58%</td>
</tr>
</tbody>
</table>

| **Option B:** (Drop Ship) | |
| $1-$100,000 | 52% |
| $100,001-$250,000 | 55% |
| $250,001 & Over | Negotiable |

**NOTE:** When mutually agreed upon between KI and the FCCC college, an inside delivery charge not to exceed $75.00 may be added to the Drop Ship discount for small quantity deliveries that do not require assembly.

<table>
<thead>
<tr>
<th>AGI PRODUCTS</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option A:</strong> (Delivered &amp; Installed)</td>
<td>(Off List per order)</td>
</tr>
<tr>
<td>$1-$25,000</td>
<td>45%</td>
</tr>
<tr>
<td>$25,001-$100,000</td>
<td>48%</td>
</tr>
<tr>
<td>$100,001-$250,000</td>
<td>51%</td>
</tr>
<tr>
<td>$250,001 &amp; over</td>
<td>Negotiable</td>
</tr>
</tbody>
</table>

| **Option B:** (Drop Ship) | |
| $1-$25,000 | 49% |
| $25,001-$100,000 | 51% |
| $100,001-$250,000 | 53% |
| $250,001 & Over | Negotiable |
Corporate Purchasing Agreement  
KI and the Foundation for California Community Colleges  
June 20, 2006  
Page 3 of 9  

NOTE: When mutually agreed upon between KI and FCCC college, an inside delivery charge not to exceed $75.00 may be added to the Drop Ship discount for small quantity deliveries that do not require assembly.

### KI WOOD CASEGOODS

<table>
<thead>
<tr>
<th>Option A: (Delivered &amp; Installed)</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1-$25,000</td>
<td>42%</td>
</tr>
<tr>
<td>$25,001-$100,000</td>
<td>42%</td>
</tr>
<tr>
<td>$100,001-$250,000</td>
<td>45%</td>
</tr>
<tr>
<td>$250,001 &amp; over</td>
<td>Negotiable</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Option B: (Drop Ship)</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1-$25,000</td>
<td>46%</td>
</tr>
<tr>
<td>$25,001-$100,000</td>
<td>48%</td>
</tr>
<tr>
<td>$100,001-$250,000</td>
<td>50%</td>
</tr>
<tr>
<td>$250,001 &amp; Over</td>
<td>Negotiable</td>
</tr>
</tbody>
</table>

### SPACESAVER PRODUCTS

<table>
<thead>
<tr>
<th>Discount from current list prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Products, Storage Products &amp; Wide Span Shelving -</td>
</tr>
<tr>
<td>$100.00 - $124,999.99</td>
</tr>
<tr>
<td>$125,000.00 - $187,499.99</td>
</tr>
<tr>
<td>$187,500.00 - $312,499.99</td>
</tr>
<tr>
<td>$312,500.00 - $444,444.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4 Post Shelving -</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100.00 - $6,249.99</td>
<td>47.3%</td>
</tr>
<tr>
<td>$6,250.00 - $12,499.99</td>
<td>49.7%</td>
</tr>
<tr>
<td>$12,500.00 - $21,249.99</td>
<td>54.4%</td>
</tr>
<tr>
<td>$21,250.00 - $444,444.00</td>
<td>56.7%</td>
</tr>
</tbody>
</table>
Corporate Purchasing Agreement
KI and the Foundation for California Community Colleges
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Cantilever/Book Stack Shelving -
$100.00 - $4,874.99  49.7%
$4,875.00 - $13,374.99  54.4%
$13,375.00 - $23,999.99  56.7%
$24,000.00 - $444,444.00  59.6%

THE NET PRICES FOR SPACESAVER PRODUCTS DO
NOT INCLUDE THE COST OF INSTALLATION.

(c) Fixed Seating and SystemsWall is not included in the
above discounts. Fixed Seating is priced at a net on a per
project basis.

(d) Rebate: KI will rebate 2% of the net invoice amount to the
Foundation for California Community Colleges on a
monthly basis for all furniture purchases by their member
colleges. A report of sales by college will accompany the
2% rebate. This rebate will only be paid if the order has
been shipped and the invoice has been paid by the college
by the end of the month.

(e) Volume Objective: The volume objective for the term of
this agreement will be $2,500,000 state wide per year.
This figure will be subject to review prior to any renewal or
extension.

(f) The discounts in this Corporate Purchasing Agreement are
ineffective if, as a result of those discounts, the final selling
price, net of any services included in the selling price, of
any product offered in this Corporate Purchasing
Agreement would be lower than the corresponding price for
that product under KI's multiple award schedule contracts
with the United States General Services Administration
("GSA"). If the final selling price, net of any services
included in the selling price, for any KI product in this
Corporate Purchasing Agreement would be below KI's
Corporate Purchasing Agreement
KI and the Foundation for California Community Colleges
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price to GSA, KI will offer that product to the Foundation for California Community Colleges at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.

(g) All services shall be included by KI for the above tiers. If the Foundation for California Community Colleges requires additional services, such as Additional Design or Off-Hours installation, additional charges shall be quoted and invoiced through KI, at $55.00/hour for installation, and $65.00/hour for Design Services per Alameda County RFO #003-1-7458. The delivered and installed option includes non-union labor during normal business hours. Additional charges will be quoted and applied for prevailing wage and overtime requirements. (See Appendix A for the Service Parameters).

(h) Installation for Spacesaver Products: Pricing for installation forSpacesaver Products shall not exceed commercial price, (the price contractors charge their regular commercial customers, non-contract customers). Total dollar value of all installation services shall not exceed 50% of the total order value. Freight and tax will be quoted as separate line items. Installation will include CAD Design Services, product installation, delivery, all labor, removal of debris, training of personnel. Installation is exclusive of any seismic engineering, calculation requirements, permits or building modifications. All installation must be performed by the Spacesaver Corporation authorized dealer for the Foundation for California Community Colleges, Systems & Space, Inc.

(i) Price Protection: A ninety (90) day written notice of all list price increases will be supplied to the Foundation for California Community Colleges. The Foundation for California Community Colleges agrees to notify the appropriate parties at all of its subsidiaries, divisions, affiliates, etc. of all list price increases.
(j) **Orders:** Purchase orders for KI Products and Services shall be made to KI c/o Pre-Approved Authorized KI Dealer identified by the FCCC college on the purchase order. Orders shall be faxed directly to KI at 415.252.0312. All Purchase Orders must be clearly marked with Agreement Number CA0918B/ FCCC.

(k) **Orders for Spacesaver Products:** Purchase orders for Spacesaver Products and Services shall be made to:

Systems and Space, Inc.
Attn: Brad Lieber
500 Boulder Court, Suite B
Pleasanton, CA 94566

(l) **Acknowledgements and Invoicing:** Order confirmations shall also be issued to the Authorized Dealer per project, and all verification shall become their responsibility. Final product and service invoicing shall be issued to the member college, payable to KI.

(m) **Cancellation of Purchase Orders:** Purchase orders for non-standard products are noncancelable. Cancellation for purchase orders for standard items as specified in respective KI catalog(s) may be accepted subject to KI's exclusive discretion, based upon the percentage of the item completed at the time of the requested cancellation. Any such order cancellation may be subject to a cancellation fee of no more than 25%. KI will ship all orders on date specified by the County of Alameda or on acknowledged ship date, whichever is later.

(n) **Freight:** Freight charges will be prepaid on all shipments unless special arrangements have been made or the freight excluded pricing is used (Fixed Seating, Uniframe tables, Ivy League, Intellect, Durastack, 360° Desks and
Corporate Purchasing Agreement
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SystemsWall are quoted F.O.B. Destination, freight prepaid and added to the face amount of the invoice.) Delivered pricing is based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states, possessions or territories, delivery will be made to a prearranged port.

(o) Fuel Surcharge: Delivered orders will receive a flat surcharge of 1%. This fee may vary over time due to prevailing economic conditions and will be tracked against the USGC (U.S. Gulf Coast) fuel costs as reported by the Department of Energy. The fee amount will be posted on the web site http://www.ki.com two weeks prior to the effective month.

(p) Warranties: KI warrants all its products to be free from manufacturing defects in accordance with its Standard Published Policies and Practices, as published in the current price lists. No other warranties are expressed or implied.

(q) Return Shipments: KI will not permit return of materials without written consent if materials shipped are as acknowledged. Return shipments, when accepted, are subject to a restocking charge, the amount of which will be determined after the merchandise is received and inspected, not to exceed 25%. All freight or express charges must be prepaid on return shipments; otherwise, they will not be accepted.

(r) Changes: KI will accept changes to purchase orders only in writing, and subject to the ability of KI to perform such changes. Changes, when accepted, may be subject to additional tooling charges, additional engineering charges or delays in shipping schedules. Changes will not be accepted within fourteen (14) working days of acknowledged ship date.
4. MISCELLANEOUS

(a) Notice: All notices or other communications required or permitted by and among the parties shall be in writing and shall be deemed to have been given, delivered, or made when delivered by hand, Federal Express (or comparable guaranteed overnight delivery service) or mailed by certified or registered mail, postage prepaid, addressed to:

Foundation for California Community Colleges
1102 Q Street, 3rd Floor
Sacramento, California 95814
Attn: Joseph Quintana, Director of Purchasing

To KI at:

KI
1330 Bellevue Street, P.O. Box 8100
Green Bay, Wisconsin 54308-8100
Attn: Paul L. Schueller, Sales Operations Manager

(b) Entire Agreement: This agreement in conjunction with Alameda County RFQ #003-1-7458, and KI response dated February 21, 2000 supersedes any other agreements, whether written or oral, that may have been made or entered into by the parties hereto relating to the matters contemplated hereby. These documents constitutes the entire agreement concerning the transactions contemplated herein and there are no agreements or commitments in relation to the subject matter hereof except as set forth herein.

(c) Amendments: This agreement may be amended or supplemented at any time only if in writing and duly executed by the parties hereto.
Corporate Purchasing Agreement
KI and the Foundation for California Community Colleges
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(d) **Applicable Law:** This agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws thereof.

(e) **Indemnification:** For and in consideration of purchases of goods under this agreement, KI will indemnify, hold harmless and defend the Foundation for California Community Colleges from and against any claim, demand, liability, loss, damage, suit or judgment which directly results from the negligent acts or omissions of KI.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the [25th] day of [July], 2006.

KI

[Signature]

Paul L. Schueller
Name Printed

Sales Operations Manager
Title

[Date]

Foundation for California Community Colleges

[Signature]

Art Chen
Name Printed

Senior Vice President Programs
Title

[7/25/06]

Date
APPENDIX A
FCCC Contract – Service Parameters
June 20, 2006

Specifications and Design Services:
**Included:** Product Information and Specification Assistance by Authorized Dealer or KI Representative, Detailed Quotations, and Installation Documents for Systems and Fixed Seating Projects

**Additional Charge:** Major Space Planning, (greater than 15 people or multiple floors), Building Finish or Interior Design Services, CADD for non-systems jobs, multiple option detailed specifications, building shell development on CADD.

Option A: Delivered and installed, All Discounts

**Included:** Delivered to client location by common carrier removed from truck by driver and placed in installation location. Installing dealer inspects, assembles and installs product, during Normal Working Hours (M-F, 8 to 5). Dealer addresses Freight Claims with manufacturer.

**Additional Charge:** Travel Time for Installing Dealer for time exceeding one (1) hour from Dealer Location to Site; Overtime or Weekend Installation; Receipt of Product at Dealer warehouse or Client Receiving Dock, and transportation to installation location; On-site Parking Costs; Coordination of Truck for LTL delivery (meeting on site and awaiting truck arrival); Redelivery of product from Client Storage Site to Installation Site; Installation of Fixed Seating Projects.

**Services Not Included:** Electrical Connections of Power to Building Source (must be conducted by Licensed Electrician - can be contracted through specific installation partners); additional modular permits required per city requirements; installations.

Option B: Dock Delivery, All Discounts

**Included:** Delivered to client location by common carrier. Removed from truck by Client. Client inspects, assembles and places product. Client addresses Freight Claims with manufacturer.

**Additional Charge:** Removal of Product from truck; Inspection of Freight Damaged Items for detailed Freight Damage Report; Assembly of Product.

Please note one Option per Purchase Order, with specific Authorized Dealer identified.
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
List of KI Authorized Dealers/Installers

NORTHERN CALIFORNIA DEALERS/INSTALLERS

1. Advent Office Furniture (Dealer) Vendor #18210
   1849 Piner Road
   Santa Rosa, CA 95406
   Contact: Mark Burchill
   Phone: 707-575-7000
   Fax: 707-579-9554

2. Axiom II (Dealer) Vendor #26263
   4020 Clipper Court
   Fremont, CA 94538
   Contact: Tom Compton
   Phone: 510-661-2400
   Fax: 510-661-2450

3. Golden Project Management and Installation Vendor #30097
   41304 Alline Street
   Fremont, CA 94538
   Contact: Paul Olney
   Phone: 510-248-0806
   Fax: 510-673-8239

4. Benton Office Design (Dealer) Vendor #24111
   659 Butte Street
   Yreka, CA 96097
   Contact: Jerry Benton
   Phone: 530-842-4426
   Fax: 530-842-5014

5. California Business Furnishings (Dealer) Vendor #22840
   4450 N. Brawley, Suite 125
   Fresno, CA 93722
   Attn: Doug Davidian
   Phone: 559-276-0561
   Fax: 559-276-0963
6. Hogue & Associates  *(Dealer)*  
   550 Kearny Street, Suite 500  
   San Francisco, CA  94108  
   Attn: Mel  
   Phone: 415-788-4888  
   Fax:  

7. Inside Source  *(Dealer)*  
   1200 Industrial Road #9  
   San Carlos, CA  94070  
   Attn: Gary Young  
   Phone: 650-508-9101  
   Fax: 650-508-9102  

8. Keller Group  *(Dealer)*  
   3041 – 65th Street, Suite #3  
   Sacramento, CA  95820  
   Attn: Paul Keller  
   Phone: 916-737-3300  
   Fax: 916-737-3305  

9. Lovgren & Associates  *(DR)*  
   5545 St. Francis Circle  
   Loomis, CA  95650  
   Attn: Burt Lovgren  
   Phone: 916-632-9441  
   Fax: 916-632-9442  

10. Pivot Interiors  *(Dealer)*  
    4473 Willow Road  
    Pleasanton, CA  94588  
    Attn: Karen Beck  
    Phone: 925-734-3600, X3612  
    Fax: 415-974-5930
11. Trispect Installation  *(Installer)*  
   431 Nelo Street  
   Santa Clara, CA 95054  
   Attn: Kevin Baltz  
   Phone: 408-844-8875  
   Fax: 408-844-8876  

12. Vanguard-Legato  *(Dealer)*  
   2125 Williams Street  
   San Leandro, CA 94577  
   Contact: Shelly Hertz  
   Phone: 510-342-4123  
   Fax: 510-483-0458  

13. Workplace Logistics  *(Installer)*  
   45301-1 Industrial Place  
   Fremont, CA 94538  
   Attn: Guy Spalding  
   Phone: 510-979-1100  
   Fax: 510-979-1191  

**SOUTHERN CALIFORNIA DEALERS/INSTALLERS**

1. BKM Total Office of California  *(Dealer)*  
   9650-A Chesapeake Drive  
   San Diego, CA 92123  
   Attn: Larry Landes  
   Phone: 858-569-4700  
   Fax: 858-277-8931  

2. BKM of Santa Barbara  *(Dealer)*  
   222 West Carrillo  
   Santa Barbara, CA 93101  
   Attn: Missy Cross  
   Phone: 805-882-2120  
   Fax: 805-882-2128
3. Fullmer Interiors  (Dealer)  
   12301 Wilshire Blvd.  
   Los Angeles, CA  90025  
   Attn:  Ray Stromback  
   Phone:  310-442-5902

4. GM Business Interiors  (Dealer)  
   234 North D Street  
   San Bernardino, CA  92401  
   Attn:  Jose Marquez  
   Phone:  800-686-6583  
   Fax:  909-884-1217

5. McMahan Desk  (Dealer)  
   8545 Research Drive  
   Irvine, CA  92618  
   Attn:  Jeff Schlim  
   Phone:  949-727-1234

6. My Office  (Installer)  
   9855 Distribution Avenue  
   Suite F  
   San Diego, CA  92121  
   Attn:  Ron Harrel  
   Phone:  858-549-6700

7. Parron Hall Office Interiors  (Dealer)  
   820 W. Ash Street  
   San Diego, CA  92101  
   Attn:  Jim Herr  
   Phone:  619-239-0345  
   Fax:  619-239-3711

8. TFS d/b/a Interservice  (Dealer)  
   2345 North Glassell Street  
   Orange, CA  92665  
   Attn:  Tony Jabs  
   Phone:  714-282-5720  
   Fax:  714-283-4481
9. The Ainslie Company (Dealer) Vendor #20436
   2247 Via Oeste Drive
   Fallbrook, CA 92028
   Attn: Kikue Ainslie or Mark Ainslie
   Phone: 760-451-2793
   Fax: 760-451-2936
   Cell: 714-335-8762

10. Wattlek West, Inc. (Dealer) Vendor #27951
    45 Stowe
    Irvine, CA 92620
    Attn: Glen Boese
    Phone: 949-559-1103
    Fax: 909-946-1650
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President

Date: November 7, 2007
Item & File No. C.12.E.4(a)

Subject: Designation of Specific Materials, Products, Goods or Services
PE Complex Portables Project (850F)
TMP Services, Inc. – DSA Certified Ramps, Stairs and Decking

Reason for Board Consideration:

APPROVAL

Enclosure(s):
Letter from TMP Services Co.

BACKGROUND:

DSA certified access ramps, stairs and decking are required for the PE Complex Portables Project (850F). TMP Services, Inc. is the only vendor in the State of California that provides these DSA certified products.

Pursuant to California Public Contact Code section 3400 (“PCC § 3400”) and other applicable law, the District may, in specific instances, list or designate specific materials, products, goods or services. This section also states that if the District makes a finding that a particular material, project, good or service may be designated under PCC § 3400 (b)(3) which states “in order to obtain a necessary item this is only available from one source,” then the District shall deem the said product as a sole source.

The District recommends that the Board of Trustees authorize the sole sourcing of products and services from TMP Services, Inc. as the only DSA certified provider of the products required to properly procure, install and set up the ramps, stairs and decking required for the PE Complex Portables Project (850F).

FISCAL IMPACT:

None. A contract with TMP Services Inc. is presented for approval under a separate agenda item.

RECOMMENDATION:

The Superintendent/President recommends that the Board authorize the use of sole sourcing of products and services from TMP Services, Inc. for the PE Complex Portables Project (850F).

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
October 17, 2007

Ms. V-Anne Chernock
Director of Modernization
Marin Community College District
835 College Ave
Kentfield, CA 94904

Dear Ms. Chernock

TMP Services, Inc., has been providing DSA approved ADA compliant ramps, decks and stairs as our primary product under the same name since 1993. We have provided access to over 1000 School Districts, and Modular Building Companies and General Contractors in the United States.

We have recently expanded our product line to include Retrofitting of Bleachers for access compliance and have enjoyed success throughout the country.

Our products are compatible with all types of Design Challenges TMP is the only known DSA approved company providing these products in the State of California.

We look forward to providing the necessary ramps, decks and stairs for your PE facilities' Temporary Housing project. If you have any questions please feel free to call me @(888)867-2360

Respectfully,

Kimberly L. Tyhurst
Sr. Estimator

Cc: Jake Skaer
BACKGROUND:

HKIT will provide design and coordination of temporary classroom layouts, site and building access, and the site plan configurations for temporary portable space as well as the design of some permanent space for programs displaced by the new building construction on the Kentfield Campus. Project design services include the DSPS program for temporary relocation and the Health Services program temporary relocation. The Dance Program will also be displaced by new construction to be relocated to Fusselman Hall, room 120 with some redesign of this space as part of HKIT's relocation design services.

The Board is now asked to approve Amendment # 4 to the HKIT contract to cover these services, as follows:

**Amendment # 4**  
$100,800

**FISCAL IMPACT:**

Amendment # 4 will be paid from 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)

- Amendment # 4  
  $100,800

- Total Contract Amount  
  $1,736,460

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment # 4 to HKIT in the amount of $100,800 for relocation design services for the Campus Corner Relocation project (850G) that includes DSPS, Dance and Health Services relocation.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 11/7/07    Consultant: KIT

Project(s) (name and number): Campus Corner Relocation (8500)

Type of contract (check all that apply):

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

____ Short form    ✔ Long form

Original    or    Amendment # 4

Amount of this contract/amendment: $100,800

Total amount of contract to date including this amendment $1,736,460

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

____ Full agreement    ____ Changes to agreement    Reviewed:

____ Appendix A    ✔ Changes to Appendix A    Reviewed:

____ Appendix B    ✔ Changes to Appendix B    Reviewed:

____ Appendix C    ✔ Changes to Appendix C    Reviewed:

____ Appendix D    ✔ Changes to Appendix D    Reviewed:

____ Appendix E    ____ Changes to Appendix E    Reviewed:

____ Other backup materials?    Reviewed:

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

If not, why not?    no change to legal language

Agenda cover page prepared by:    Reviewed by:

Submittal sign-off:
Program Manager:    Director:

Amendment Checklist 10/24/2007
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

**Amendments**

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

**Agenda cover page**

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

Reviewed by: **Vice President Al Harrison**

Amendment Checklist 10/24/2007 2
AMENDMENT 4

To the Professional Services Agreement between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

November 7, 2007

AMENDMENT 4 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 (DSPS, Dance & Health Services)

Portables (DSPS & Health Services) – Conceptual design services for classroom layouts, site and building access and site plan configuration for portables. Scope will include conceptual interior layouts.

Student Services Remodel – Design and coordination with the layout of the office areas and dance studio. Assess and provide design services for specific ADA upgrades. Scope of work will include new interior partitions, doors and hardware, casework and finishes, and will include limited corrective work as needed. Exterior work may include minor modifications to the existing window wall system at the Student Services building.

Fusselman Hall Reuse – Provide conceptual design services for interior floor plans.

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

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. Amount of Compensation for Services to Consultant

   Original Long Form Contract Amount $1,145,125
   Total Amendment # 1 $363,835
   Amendment #2 $92,700
   Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services
   Amendment #3 $34,000
   Coordinate & assist with site and classroom layouts
   Provide Construction Documents and Project Manual
   Assist with project bidding and provide construction administration services
   Total Amendment #4 $100,800
   Project # 850G – Campus Corner Relocation (DSPS & Health Services)
   Portables (DSPS & Health Services) – Conceptual design services for classroom layouts, site and building access and site plan configuration for portables. Scope will include conceptual interior partitions.
   $7,200
   Student Services Remodel – Design and coordination with the layout of the office areas and dance studio. Assess and provide design services for specific ADA upgrades. Scope of work will include new interior partitions, doors and hardware, casework and finishes, and will include limited corrective work as needed. Exterior work may include minor modifications to the existing window wall system at the Student Services building.
   $88,000
   Fusselman Hall Reuse – Provide conceptual design services for interior floor plans.
   $5,600

   Total Contract Amount $1,736,460

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 4 to Appendix A – Scope of Services shall not exceed $100,800. Payments made for services authorized under AMENDMENT 4 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 4 TO APPENDIX B
AMENDMENT 4 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and 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 4 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue design documents for DSPS in Student Services suitable for DSA submittal and bidding</td>
<td>1/15/2008</td>
</tr>
<tr>
<td>Portables DSPS &amp; Health Services – Provide conceptual design plans</td>
<td>12/15/2007</td>
</tr>
<tr>
<td>Fusselman Hall – Provide conceptual design plans</td>
<td>12/15/2007</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 4 TO APPENDIX C
AMENDMENT 4 to Appendix D – Deliverables

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

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

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

1. Design documents suitable for bidding for Student Services remodel
2. Conceptual drawings for DSPS & Health Services portables
3. Conceptual drawings for Fusselman Hall reuse

END OF AMENDMENT 4 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 4 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date __________________

Al Harrison
Vice President College Operations

HKIT (Hardison Komatsu Ivelich & Tucker)

By ___________________________ Date __________________

Dara A. Youngdale ___________________________ Its President

By ___________________________ Date __________________

Thomas C. Brutting ___________________________ Its Vice-President
To: Board of Trustees
From: Superintendent/President
Subject: Parking Lot-Bioswale (401B) & Pathways (413A)
Transportation Tech Complex (402A)
Campus Corner Relocation (850G)
Alfa Tech Cambridge Group – Amendment # 13

Reason for Board Consideration: APPROVAL

Enclosure(s):
LF Amendment # 13

BACKGROUND:

Infrastructure design work at the Indian Valley Campus requires condition assessment of existing lights to see if any may be reused, refurbished or need to be replaced or moved based on several IVC projects. Parking lots 1, 2, 3 and 4 will require assessment and design as part of the Parking Lot-Bioswale project (401B) & Pathways project (413A). The Transportation Tech Complex project (402A) will also require condition assessment of existing lighting for the fire access road required by the Novato Fire Marshall. Alfa Tech Cambridge Group will assess the condition of existing pole lights and design changes for reuse, refurbishing or replacement. Work will include electrical design services for rewiring and re-feeding the circuits for the replacement and/or relocation of the site light poles in parking lots and pathways and on the new fire road to the north of the Auto Tech POMO Buildings 1 and 2.

Alfa Tech Cambridge Group will provide MEP (mechanical, electrical and plumbing) design and construction phase services for DSPS relocation to Student Services. Also included in the Campus Corner Relocation project (850G) scope are conceptual design services for HVAC studies for two future portables (DSPS & Health Services).

The Board is now asked to approve Amendment #13 to the Alfa Tech Cambridge Group contract to cover these services, as follows:

**Amendment #13 $130,106**
- Parking Lot-Bioswale Project (401B): $8,320
- Pathways Project (413A): $8,320
- Transportation Tech Complex Project (402A): $12,000
- Campus Corner Relocation Project (850G): $101,466

FISCAL IMPACT:

Amendment # 13 will be paid from bond funds. This is a task order contract.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amt</td>
<td>$487,035.00</td>
</tr>
<tr>
<td>Amendment # 1</td>
<td>$64,080.00</td>
</tr>
<tr>
<td>Amendment # 2</td>
<td>$139,110.00</td>
</tr>
<tr>
<td>Amendment # 3</td>
<td>$68,500.00</td>
</tr>
<tr>
<td>Amendment # 4</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Amendment # 5</td>
<td>$6,907.50</td>
</tr>
</tbody>
</table>

- District-wide master planning
- District-wide Security Assessment
- Photometric Study, exterior lighting; assessment & evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer & electrical utilities for each building & develop evaluation of primary utility infrastructure. Project specific expanded design & construction phase scopes for Larkspur Annex Demolition (Project #321A)
- Energy modeling for KTD projects
- Study on Emerging Solar Technologies
- Develop District Security Standards
Amendment # 6 $ 97,200.00 Geothermal field test bores; KTD and IVC
Amendment # 7 $198,740.00 Photovoltaic energy system design for PE Complex (Project #308D)
Amendment # 8 $ 20,000.00 IVC Power Plants – (Project #407A) – Boiler Replacement
Amendment # 9 $191,800.50 KTD: Replace Chiller (Project #850A)

Amendment #10 $449,189.00 District-wide: Technology Infrastructure Standards (Project # 210C)
Amendment #11 $19,680.00 KTD: Development construction bid documents for geothermal exchange field
Amendment #12 $ 10,000 (Project #305B)
Amendment #13 $ 130,106 IVC: Development construction bid documents for geothermal exchange field

Total Contract $1,922,348 Provide design and construction phase services for temporary housing space for

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 13 to Alfa Tech Cambridge Group
in the amount of $130,106 for assessment and design work for site pole lighting on pathways and in parking lots and
the new fire road for Parking Lot-Bioswale (Project # 401B) and Pathways (Project # 413A) and Transportation
Tech Complex (Project # 402A) on the Indian Valley Campus and for Campus Corner Relocation (Project # 850G)
for design services involved in the relocation of DSPS & Health Services on the Kentfield Campus.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
AMENDMENT 13

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

Alfa Tech Cambridge Group, Inc.

November 7, 2007

AMENDMENT 13 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

   Task 1: Provide Design Services and Assessment Services for parking lots and pathways affected
   by the construction projects on the Indian Valley Campus. Work includes current condition of
   pole lights and assessment of possible reuse, refurbish or replacement. Parking Lot-Bioswale
   (Project # 401B) and Pathways (Project # 413A).

   Task 2: Provide Design Services and Assessment Services for site pole lighting for
   Transportation Tech Complex project (402A) fire access road. Work includes current condition of
   pole lights and assessment of possible reuse, refurbish or replacement.

   Task 3: Provide design and construction administration services for Campus Corner Relocation
   (Project # 850G) relocating user groups and programs from buildings in footprint of new Science-
   Math-Central Plant Complex facility.

END OF AMENDMENT 13 TO APPENDIX A
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 11/7/07  Consultant: Alfa Tech Cambridge Grp

Project(s) (name and number): Parking Lot-Biosciences (4113) & Pathways (413A),
Trans Tech (402A) & Campus Corner Nels (8506)

Type of contract (check all that apply):
___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  ___ Long form

Original _____  or  Amendment # 13

Amount of this contract/amendment: $1,361,000

Total amount of contract to date including this amendment $1,922,348

Documents to be included in Board packet (check and initial):
___ Full agreement  ___ Changes to agreement  Reviewed: 
___ Appendix A  ___ Changes to Appendix A  Reviewed: RS
___ Appendix B  ___ Changes to Appendix B  Reviewed: RS
___ Appendix C  ___ Changes to Appendix C  Reviewed: RS
___ Appendix D  ___ Changes to Appendix D  Reviewed: RS
___ 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: FB  Reviewed by: 

Submittal sign-off:
Program Manager:  Director: 

Amendment Checklist  10/24/2007
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

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

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

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

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

☑ Do the numbers all add up correctly?  Yes  No

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

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

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

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

Agenda cover page

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

☑ 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 10/24/2007
AMENDMENT 13 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. Amount of Compensation for Services to Architect
   1.1. Original Long Form Contract Amount $487,035.00
   1.2. Total Amendment #1 District-wide Security Assessment $64,080.00
   1.3. Total Amendment #2 Photometric Study, exterior lighting; assessment & evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer & electrical utilities for each building & develop evaluation of primary utility infrastructure. * Project specific expanded design & construction phase scopes for Larkspur Annex Demolition (Project # 321A) $139,110.00
   1.4. Total Amendment #3 Energy modeling for KTD projects $68,500.00
   1.5. Total Amendment #4 Study on Emerging Solar Technologies $40,000.00
   1.6. Total Amendment #5 Develop District Security Standards $6,907.50
   1.7. Total Amendment #6 Perform test bores at Kentfield and Indian Valley to determine thermal conductivity for application in heating and cooling systems. Included are tests and computer modeling for each site. $97,200.00
   1.8. Total Amendment #7 Develop construction documents for crystalline PE Complex PV solar Energy panels and supporting structures. Provide bidding assistance and Construction phase services. $198,740.00
   1.9. Total Amendment #8 Develop specification documents for replacement of one boiler in Power Plant #1 at the IVC campus. $20,000.00
   1.10. Total Amendment #9 Design and limited construction services for KTD Replace Chiller at Dance/Landscape. Develop District-wide Technology Infrastructure Plan and Standards. $191,800.50
   1.11 Total Amendment #10 Design and Construction Administration Services for Geothermal Exchange Field to provide heating/cooling for SMCP, FA/PA, SS at KTD and New Main Building project at IVC $449,189.00
   1.12 Total Amendment #11 Design and Construction Administrative Services for utilities to support temporary housing and program spaces at PE Complex $19,680.00
1.13 **Total Amendment # 12**
Design and Construction Services for utilities to support the Larkspur Annex Restroom Trailer  
(Project # 321B)  
Assessment of mechanical systems for concept relocation space for the DSPS Program  
(Project # 850G)  
$10,000.00

1.14 **Total Amendment # 13**
**Task 1:** Provide Design Services and Assessment Services for parking lots and pathways affected by the construction projects on the Indian Valley Campus. Work includes current condition of pole lights and assessment of possible reuse, refurbish or replacement. Parking Lot-Bioswale (Project # 401B) and Pathways (Project # 413A).

- Parking Lot-Bioswale (Project # 401B) $8,320
- Pathways (Project # 413A) $8,320

**Task 2:** Provide Design Services and Assessment Services for site pole lighting for Transportation Tech Complex project (402A) fire access road. Work includes current condition of pole lights and assessment of possible reuse, refurbish or replacement  
$12,000

**Task 3:** Provide design and construction administration services for Campus Corner Relocation (Project # 850G) relocating user groups and programs from buildings in footprint of new Science-Math-Central Plant Complex facility.  
- DSPS – Student Services $81,466  
- Conceptual design portables (DSPS/Health Services) $20,000

**Total Amendment # 13**  
$130,106.00

**Total Contract Amount**  
$1,922,348.00

**Notes** Invoices for all tasks in Appendix B above shall be invoiced by percentage complete.

END OF AMENDMENT 13 TO APPENDIX B
AMENDMENT 13 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 13 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>Task 1: Provide Design Services and Assessment Services for parking lots and pathways affected by the construction projects on the Indian Valley Campus. Work includes current condition of pole lights and assessment of possible reuse, refurbish or replacement. Parking Lot-Bioswale (Project # 401B) and Pathways (Project # 413A).</td>
<td>DD set 11/15/2007&lt;br&gt;CD 100% 12/15/2007</td>
</tr>
<tr>
<td>Task 2: Provide Design Services and Assessment Services for site pole lighting for Transportation Tech Complex project (402A) fire access road. Work includes current condition of pole lights and assessment of possible reuse, refurbish or replacement.</td>
<td>Document to be concurrent with schedule for Project 402A</td>
</tr>
<tr>
<td>Task 3: Provide design and construction administration services for Campus Corner Relocation (Project # 850G) relocating user groups and program from buildings in footprint of new Science-Math-Central Plant Complex facility.</td>
<td>Construction Bid documents and DSA submittals due 1/15/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 13 TO APPENDIX C
AMENDMENT 13 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 13 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items:

   **Task 1:** Full design services; including design documents and associated contract administration services for projects 413A & 401B. The services include coordination required with other design professionals associated with the projects.

   **Task 2:** Full design services; including design documents and associated contract administration services for project 402A. The services include coordination required with other design professionals associated with the project.

   **Task 3:** MEP construction documents suitable for bidding for Corner Campus Relocation project (850G).

END OF AMENDMENT 13 TO APPENDIX D
AMENDMENT 13 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 13 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 13 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 ________________
BACKGROUND:

From time to time during the Measure C bond program, additional civil engineering services are required for various projects, and CSW-Stuber-Stroeh has been assigned as the District’s civil engineer for these services. Amendment #13 to CSW’s contract, presented herein for approval, covers the following new tasks:

- Civil design, bidding and construction administration services for the IVC Parking Lot-Bioswale project (401B)
- Civil design, bidding support and construction administration services for the relocation of DSPS (into Student Services and portables) and Health Services (into a portable)
- Surveying for the Geothermal Field projects (305B & 417B) at Kentfield and Indian Valley (to set points for areas of 470 proposed bore holes and locating utilities, and to field review for drilling and construction phase services)

Amendment #13  $81,190

Design & construction administration services for Parking Lot-Bioswale (401B): $14,330
Design/construction admin. services for Campus Corner (DSPS/ HS) Relocation (850G): $8,350
Surveying for Geothermal Field KTD (305B): $46,810
Surveying for Geothermal Field IVC (417B): $11,700

FISCAL IMPACT:

This amendment will be paid from Measure C bond funds. This is a task order contract.

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

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Amendment # 1</th>
<th>Amendment # 2</th>
<th>Amendment # 3</th>
<th>Amendment # 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$436,067</td>
<td>$21,560</td>
<td>$188,755</td>
<td>$87,010</td>
<td>$12,040</td>
</tr>
</tbody>
</table>

District-wide master planning and assessment
Larkspur Annex Design (#321A)
District-wide additional boundary, local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)
Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan
Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)
<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>#5</td>
<td>$ 86,170</td>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
</tr>
<tr>
<td>#6</td>
<td>$ 18,550</td>
<td>Design services for utility extensions to PE Complex (#308B)</td>
</tr>
<tr>
<td>#7</td>
<td>$ 285,988</td>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
</tr>
<tr>
<td>#8</td>
<td>$ 30,220</td>
<td>Survey work Fine Arts and Performing Arts boundaries. Topographic base map for the Greenhouses project at IVC Design services for Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project</td>
</tr>
<tr>
<td>#9</td>
<td>$14,950</td>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
</tr>
<tr>
<td>#10</td>
<td>$ 19,000</td>
<td>Provide Design and Construction Administrative Services for utilities to support Larkspur Annex Restroom Trailer (Project # 321B) Geotechnical Borings and report for Transportation Technology Complex (Project # 402A)</td>
</tr>
<tr>
<td>#11</td>
<td>$ 34,660</td>
<td>Program Level services (District Civil Engineer Project # 803A) for Boundary and Topographic Surveys corrections</td>
</tr>
<tr>
<td>#12</td>
<td>$ 15,408</td>
<td>Additional services for Boundary and Topographic Surveys (corrective work and Greenhouse/Shade Structure)</td>
</tr>
<tr>
<td>#13</td>
<td>$ 81,190</td>
<td>Design and construction administration services for Parking Lot-Bioswale (401B), Campus Corner Relocation (DSPS &amp; Health Services) (850G), Geothermal Field KTD (305B) and Geothermal Field IVC (417B)</td>
</tr>
</tbody>
</table>

**Total Contract Amount** $1,331,568

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment # 13 to CSW/Stuber-Stroeh Engineering in the amount of $81,190 for the civil engineering services listed above.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 11/17/07  Consultant: (CSU) Stuber-Stroeh Eng.
Project(s) (name and number): Geothermal Fields KTD IVC (3056 & 4176) &
Parking Lot-Bioswale (4013) & Campus Corner Repl. (8506)
Type of contract (check all that apply):
___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  __ Long form
Original _____  or  Amendment # 13
Amount of this contract/amendment: $ 81,190
Total amount of contract to date including this amendment $ 1,331,510.8

Documents to be included in Board packet (check and initial):
___ Full agreement  ___ Changes to agreement  Reviewed:
___ Appendix A  __ Changes to Appendix A  Reviewed: EB
___ Appendix B  __ Changes to Appendix B  Reviewed: EB
___ Appendix C  __ Changes to Appendix C  Reviewed: EB
___ Appendix D  __ Changes to Appendix D  Reviewed: EB
___ 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: EB

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

Amendments

Reviewed by: 

☑ 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?
   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 13

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

November 7, 2007

AMENDMENT 13 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

Design and construction administration services for Parking Lot-Bioswale (401B), Campus Corner Relocation (DSPS & Health Services) (850G), Geothermal Field KTD (365B) and Geothermal Field IVC (417B)

END OF AMENDMENT 13 TO APPENDIX A
AMENDMENT 13 to APPENDIX B – PAYMENT TO CONSULTANT

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

I. Amount of Compensation for Services to Consultant

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

Program Level services (District Civil Engineer Project # 803A) for boundary and topographical surveys

Amendment # 12

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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Lot-Bioswale (401B)</td>
<td>$14,330</td>
</tr>
<tr>
<td>Campus Corner Relocation (DSPS &amp; Health Services) (850G)</td>
<td>$8,350</td>
</tr>
<tr>
<td>Geothermal Field KTD (305B)</td>
<td>$46,810</td>
</tr>
<tr>
<td>Geothermal Field IVC (417B)</td>
<td>$11,700</td>
</tr>
</tbody>
</table>

Total Amendment # 13 $81,190

Total Contract Amount $1,331,568

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 13 to Appendix A – Scope of Services shall not exceed $81,190. Payments made for services authorized under AMENDMENT 13 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 13 TO APPENDIX B
AMENDMENT 13 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 13 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>IVC Bioswale bid documents</td>
<td>7/1/2008</td>
</tr>
<tr>
<td>KTD Campus Corner Relocation bid documents</td>
<td>1/15/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 13 TO APPENDIX C
AMENDMENT 13 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).

1. Deliverables for Work Authorized under AMENDMENT 13 to Appendix A – Scope of Work

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

1. Design documents suitable for bid to be incorporated into and aligned with bid documents for the Transportation Tech Complex project.

2. Design documents suitable for bid.

END OF AMENDMENT 13 TO APPENDIX D
AMENDMENT 13 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 13 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 13 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:

When Marcy Wong Donn Logan Architects (MWDL) started design of the Fine Arts Building, the architect worked solely with the faculty and staff in the Fine Arts Department in the equipment identification, specification and presumed transfer of major equipment from the old existing building to the new building. The users were intimately familiar with the equipment, had specified and purchased some of it, and had even built some of it.

With the project now nearing the Construction Documents phase, the team has determined that much of the major equipment that had been assumed to be relocated should be replaced, requiring additional effort for its identification and specification. Amendment #3 to the MWDL contract, presented herein for approval, provides for an equipment consultant to finalize all necessary equipment for the various departments in the New Fine Arts Building.

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      | $3,290,000 | Design services for Fine and Performing Arts |
| Amendment # 1                 | $125,100   | Funding augmentation for additional programming and conceptual design services; PA Building Modernization survey specifications for re-use of mechanical & electrical components |
| Amendment # 2                 | $17,500    | Topographic & boundary corrections (# 803A) |
| Amendment # 3                 | $18,000    | Equipment specialist services |
| Total Contract Amount         | $3,450,600 |

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment #3 to Marcy Wong Donn Logan Architects in the amount of $18,000 for special equipment specialist services for the New Fine Arts Building (306C) project.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 11/7/07  Consultant: Marcy Wong Donn Logan Archs
Project(s) (name and number): New Fine Arts Building (3000)

Type of contract (check all that apply):

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

___ Short form  ___ Long form

Original ___  or  Amendment # 3

Amount of this contract/amendment: $18,000
Total amount of contract to date including this amendment $3,450,100

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: RJS  Director: ___

Amendment Checklist  10/20/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

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

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

Agenda cover page

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

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

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

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

Reviewed by: Vice President Al Harrison

Amendment Checklist 10/20/2007
AMENDMENT 3

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

November 7, 2007

AMENDMENT 3 to APPENDIX A – SCOPE OF SERVICES

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

APPENDIX A

1. Additional Services

   Equipment specialist services for New Fine Arts Building project (306C)

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

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

I. Amount of Compensation for Services to Consultant

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

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

   Amendment # 2
       Topographic & boundary corrections (# 803A) $ 17,500

   Total Amendment # 3
       Equipment specialist services for New Fine Arts Building project (306C) $ 18,000

Total Contract Amount $ 3,450,600

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 3 to Appendix A – Scope of Services shall not exceed $18,000. Payments made for services authorized under AMENDMENT 3 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

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

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

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 3 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>Perform equipment identification services</td>
<td>4/30/2008</td>
</tr>
</tbody>
</table>

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

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

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

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

   Complete FF&E (Furniture, Fixtures & Equipment) List

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

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

No Changes.

END OF AMENDMENT 3 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Marcy Wong Donn Logan Architects.

MARIN COMMUNITY COLLEGE DISTRICT

By __________________________ Date ______________

Al Harrison
Vice President College Operations

Marcy Wong Donn Logan Architects

By __________________________ Date ______________

____________________________  Its________________________
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: November 7, 2007
Item & File No. C.12.E.5(e)

Subject: Fire Mitigation (Project # 418A) & Shade & Greenhouse Structure (Project # 850C) Arborist Services
Moritz Arboricultural Consulting – New SF Professional Services Agreement

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

BACKGROUND:

From time to time during the Measure C bond program, arborist services are required, and Moritz Arboricultural Consulting has been assigned as the District’s arborist for these services. Because Moritz’s previous contract has expired, a new short form professional services agreement is presented herein for approval to cover the following new tasks at IVC:

- Close out tasks for the Fire Mitigation project (418A) require a warranty walk through and final arborist consultation and report. The Novato Fire Department has requested an additional fire gate on the north campus as part of this project, requiring arborist services

- A tree evaluation is required in preparation for the placement of the shade and greenhouse structures (850C)

The District recommends that the Board of Trustees approve a Short Form Professional Services Agreement with Moritz Arboricultural Consulting for the arborist services listed above, as follows:

Contract $ 3,462 Fire Mitigation project (418A) $ 2,203
Shade & Greenhouse Structures project (850C) $ 1,259

FISCAL IMPACT:

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

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement for Moritz Arboricultural Consulting in the amount of $3,462 for arborist work on the Fire Mitigation project (418A) and the Shade & Greenhouse Structures project (850C).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 11/7/07  Consultant: Moritz Arboricultural
Project(s) (name and number): Fire Mitigation (418A) & Shade & Greenhouse Structures (850C)

Type of contract (check all that apply):

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

Original ✓  or  Amendment # __________

Amount of this contract/amendment: $ 3,4102

Total amount of contract to date including this amendment $ 3,4102

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

✓  Full agreement  ___ Changes to agreement  Reviewed: PD
___ 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

Standard SF PSA

Agenda cover page prepared by: EB  Reviewed by: PD

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

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

## Agenda cover page

Reviewed by: Vice President Al Harrison

- Is the type of contract clearly defined? Basic or additional service? (Yes, No)
- Is the reason for the amendment clearly stated? (N/A, Yes, No)
- Do the amendment amounts match the amended Appendix B? (N/A, Yes, No)
- Are the project title and number included and correct? (Yes, No)
CONSULTANT:
Moritz Arboricultural Consulting
3000 Bridgeway, Suite 207, Sausalito, CA 94965
(415) 331-2306 phone (415) 331-2305 fax

November 7, 2007

I. SCOPE OF THE SERVICES

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

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

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

II. COMPENSATION FOR SERVICES

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

III. SCHEDULE OF PERFORMANCE

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

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

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

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

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

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

(5) Consultant must comply with Appendix A.

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

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

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**CONSULTANT**

**MARIN COMMUNITY COLLEGE DISTRICT**

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

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

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not assign 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.
BACKGROUND:

From time to time during the Measure C bond program, underground utility locating services are required, and GeoTech Utility Locating LLC has been assigned as the District’s locating service for these tasks. Because GeoTech’s previous contract has expired, a new short form professional services agreement is presented herein for approval to cover utility locating for the following projects:

Contract $ 22,910
- PE Complex Portables project (850F) $ 5,630
- Geothermal Field KTD project (305B) $12,960
- Geothermal Field IVC project (417B) $ 4,320

FISCAL IMPACT:

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

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement with GeoTech Utility Locating LLC in the amount of $22,910 for underground utility location services.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 11/7/07 Consultant: GeoTech Utility Locating LLC
Project(s) (name and number): PE Complex Portables (850F)
Gothermal Fields KTD & IVC (305B & 47B)
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: $ 22,910

Total amount of contract to date including this amendment $ 22,910

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
Standard SF PSA

Agenda cover page prepared by: ____________  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

Reviewed by: Vice President Al Harrison

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

☐ 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:
GeoTech Utility Locating LLC
PO Box 1181 El Cerrito, CA 94530
(510) 235-4144 phone (510) 235-4244 fax

November 7, 2007

I. SCOPE OF THE SERVICES

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

1. **Task 1:** PE Complex Modernization Project (308B)
   Locate underground utilities using electromagnetic field induction inside parking lot 11 and the north side of the PE Building. Utilities to be located include metallic utilities, i.e. telephone (except fiber optic), electric, gas and water, minimum 4 inch access will be located by inserting a transmitter. Utilities will be marked with spray paint on the ground and findings will be plotted onto a drawing, by layers, in the AutoCAD format. **$5,630**

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

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

II. COMPENSATION FOR SERVICES

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

III. SCHEDULE OF PERFORMANCE

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

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

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

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

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

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

(5) Consultant must comply with Appendix A.

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

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

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 supercede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

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

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

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

5. Indemnity/Liability. To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnites”), 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 Indemnites’ rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

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

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

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

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

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

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

INSURANCE

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

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

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

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

1.4 Professional Liability Insurance

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

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

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

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

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

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

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

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

3 Provide Proof of Insurance

3.1 Address Certificate Holder to:

Marin Community College District
835 College Avenue
Kentfield, CA 94904

3.2 Send Insurance Certificate and Endorsement to:

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

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

END OF APPENDIX A
BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Date: November 7, 2007  
Item & File No. C.12.E.6(a)  
Subject: PE Complex Portables Project (850F)  
TMP Services, Inc. – Award Purchase Agreement  
Reason for Board Consideration:  
Enclosure(s):  

APPROVAL  
Proposal for goods and services

BACKGROUND:

Under separate action in this agenda, the Board has been asked to certify TMP Services, Inc. as the sole vendor of DSA-approved ramps, decking and stairs for the PE Complex portables project (850F). The Board is now asked to award a purchase agreement to TMP Services, as follows:

TMP Services, Inc.  $101,455  Procurement and installation of DSA-approved ramps, decking and stairs for the PE Complex portables

FISCAL IMPACT:

This purchase agreement will be paid from Measure C bond funds allocated for relocation.

RECOMMENDATION:

The Superintendent/President recommends that the Board award a purchase agreement to TMP Services, Inc. in the amount of $101,455 for the PE Complex Portables Project (850F).
### Customer
College of Marin  
c/o Swinerton Management & Consulting  
835 College Ave  
Kentfield, Ca. 94904

### Proposal
**Date**: 9/19/2007  
**Proposal #**: 29553

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<tr>
<td></td>
<td>.Net 30</td>
<td>KT</td>
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<td>Kentfield Campus PE Portable</td>
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<table>
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<tr>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Over 30' Design 158'x8' Common Landing, 28'x8'</td>
</tr>
<tr>
<td>Common Landing, 5'x6' Level Landing, 66'x8' Common Landing, 6'6'' x 7'7'' Landing, 4'x28' Ramp, 4'x26' Ramp</td>
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<tr>
<td>(3) Over 30' Standard Size Step Attachments</td>
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<tr>
<td>Delivery Via TMP</td>
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<tr>
<td>Installation Prevailing Wage</td>
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<tr>
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<tr>
<td>1</td>
<td>26,300.00</td>
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- **A)** TMP to provide ramps, landings and stairs per TMP approved drawings and specifications. Manufactured to meet ADA and IBC requirements.  
- **B)** Pricing does not include skirting, flashing material or grounding.  
- **C)** TMP is not responsible for cutting doors or providing transition thresholds from finished floor or building to landing surface.  
- **D)** Wood pads are required for dirt, grass or gravel site conditions.  
- **E)** Transition at end of ramp to grade by others.  
- **F)** If stairs are required, Customer is responsible to bring grade to first riser of step into compliance. Steps are built in 7'' increments.

Proposal valid for 15 Days
Installation pricing is based on Hours 8am to 4:30pm. Monday through Friday. Any work requested to be performed at any other time will be performed only after change order is provided by customer. If work must be performed after these hours or on the weekends due to conditions by the customer, a letter stating such must be provided by customer prior to work being performed.

Total plus applicable taxes

---

**NOW OFFERING BLEACHER ACCESS SYSTEMS**

---

Signature
**CUSTOMER**

College of Marin  
c/o Swinerton Management & Consulting  
835 College Ave  
Kentfield, Ca. 94904

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</tbody>
</table>

**DESCRIPTION** | **QTY** | **RATE** | **Total** |
--- | --- | --- | --- |
NO WAIVER OF SUBROGATION INCLUDED IN PRICING | | |  |
SITE SPECIFIC PLANS IF REQUIRED WILL REQUIRE ADDITIONAL MONEIES | | |  |
FIELD VERIFICATION IS REQUIRED PRIOR TO MANUFACTURING | | |  |
Sales Tax | | |  |

**Total plus applicable taxes**  
$101,455.09

NOW OFFERING BLEACHER ACCESS SYSTEMS

**Signature**
BACKGROUND:

On July 24, 2007 the Board authorized the District to accept bids for the PE Complex Portables Project utilities and site work (850F). Bids were opened on October 25, 2007. Bid results will be announced at the Board meeting.

FISCAL IMPACT:

This project will be paid from bond funds.¹

RECOMMENDATION:

The Superintendent/President recommends that the Board award a construction contract for the PE Complex Portables Project (850F) utilities and site work to the lowest responsible bidder, subject to the absence or successful resolution of any bid protests and reconciliation of the bid price with the final engineer’s estimate.

¹ The original estimate for this work, announced on July 24 as $25,000, has increased significantly due to changes in scope and consolidation of two bid packages into one. The actual amount of the final estimate and bid price will be announced at the Board meeting.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: POMO 4 Roof Replacement Project (402B)

Date: November 7, 2007
Item & File No. C.12.E.8(a)

Reason for Board Consideration: Enclosure(s):

RATIFICATION Pre-Approved Contract

BACKGROUND:

On June 12, 2007 the Board of Trustees approved this project, authorized bidding and pre-authorized award of the POMO 4 Roof Replacement Project (402B).

The Board is now asked to ratify a construction contract for the POMO 4 Roof Replacement project, as follows:

Western Roofing Service $ 219,098

FISCAL IMPACT:

This contract will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify this contract with Western Roofing Service in the amount of $219,098 for the POMO 4 Roof Replacement Project (402B).
THIS AGREEMENT IS MADE AND ENTERED INTO THIS 11th DAY OF October, 2007 by and between the Marin Community College District ("District") and Roofing Constructors, Inc. dba Western Roofing Service ("Contractor")

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Work: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of

   PROJECT: Pomo 4 Roof Replacement, Project No. 402B

   for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. Interpretation Of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for Interpretation. If a conflict exists in the Contract Documents, this Agreement shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. Time For Completion: It is hereby understood and agreed that the work under this contract shall be completed within NINETY DAYS (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. Completion-Extension Of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that if and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum
of THREEHUNDRED dollars ($300.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. Loss Or Damage: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. Insurance and Bonds: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. Prosecution Of Work: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliance.

11. Assignment Of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due there under, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. Classification Of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type 1B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. Payment of Prevailing Wages: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. Labor Compliance Program: If the District has adopted a labor compliance program which is applicable to the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment. This provision is only applicable if the Project is subject to a Labor Compliance Program funded in whole or in part with State bond funds.
15. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinafore agreed to be performed by the Contractor, the following price: Two Hundred Nineteen Thousand Ninety-Eight ($219,098.00) dollars, in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR
Roofing Constructors, Inc. dba WESTERN ROOFING SERVICE
By: Robert F. Ferrando
Title: Vice President-Finance

DISTRICT
MARIN COMMUNITY COLLEGE DISTRICT
By: Albert J. Harrison III
Title: Vice President, College Operations

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT
CORPORATE RESOLUTION

At a meeting held on February 22, 2007, the Board of Directors of Roofing Constructors, Inc. adopted the following resolution:

"That effective February 22, 2007, Robert F. Ferrando, Vice President-Finance of Roofing Constructors, Inc., be authorized and empowered to sign all contracts and contract documents on behalf of said Roofing Constructors, Inc."

Attested this 5th day of October 2007,

[Nellie A. Gonzales, Corporate Secretary]
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
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<tr>
<td>Date:</td>
<td>November 7, 2007</td>
</tr>
<tr>
<td>Item &amp; File No.:</td>
<td>C.12.E.8(b)</td>
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<tr>
<td>Subject:</td>
<td>Performing Arts Modernization Project (306A)</td>
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**RATIFICATION**

<table>
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<tr>
<th>Reason for Board Consideration:</th>
<th>Enclosure(s):</th>
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<tr>
<td>Pre-Approved Contract</td>
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**BACKGROUND:**

On October 9, 2007 the Board of Trustees approved a professional services agreement for Industrial Hygienist services for the Performing Arts Modernization Project (306A).

The Board is now asked to ratify a professional services agreement with Sensible Environmental Services, Inc. for the Performing Arts Modernization project, as follows:

**Sensible Environmental Solutions, Inc.**  **$15,000**

**FISCAL IMPACT:**

This contract will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify this professional services agreement with Sensible Environmental Solutions, Inc. for industrial hygienist services in the amount of **$15,000** for the Performing Arts Modernization Project (306A).
I. SCOPE OF THE SERVICES

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

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

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

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

II. COMPENSATION FOR SERVICES

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

III. SCHEDULE OF PERFORMANCE

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

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

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

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

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

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

(4) Consultant must comply with Appendix A.

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

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

CONSULTANT

Name: Mitchell M. Edwards
Title: Secretary
Date:

MARIN COMMUNITY COLLEGE DISTRICT

Name: Al Harrison
Title: Vice President College Operations
Date:

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 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 Indemnity’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 Indemnity’s rights and remedies, whether under this Agreement 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, sexual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

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

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

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

INSURANCE

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

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

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

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

1.4 Professional Liability Insurance

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

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

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

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

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

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

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

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

3 Provide Proof of Insurance

3.1 Address Certificate Holder to:

Marin Community College District
835 College Avenue
Kentfield, CA 94904

3.2 Send Insurance Certificate and Endorsement to:

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

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

END OF APPENDIX A
BOARD AGENDA ITEM

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<th>Board of Trustees</th>
<th>Date:</th>
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<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.E.8(c)</td>
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<td>Subject:</td>
<td>Austin Science Center Roof Repairs Project (850E)</td>
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<td></td>
<td>New Construction Contract</td>
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<td>American Services Company</td>
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<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
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<td></td>
<td>RATIFICATION</td>
<td>Executed Contract</td>
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**BACKGROUND:**

On October 9, 2007 the Board of Trustees authorized the award of a construction contract to the lowest responsible bidder for the Austin Science Center Roof Repairs Project (850E). American Services Company was the lowest responsible bidder. The Board is now asked to ratify a construction contract for the Austin Science Center Roof Repairs project to **American Services Company** in the amount of **$207,454**.

**FISCAL IMPACT:**

This contract will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify this contract with American Services Company in the amount of **$207,454** for the Austin Science Center Roof Repairs Project (850E).
AGREEMENT FORM – STIPULATED SUM
(SINGLE-PRIME CONTACT)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 30th DAY OF October, 2007, by and between the Marin Community College District (“District”) and American Services Co. (“Contractor”)

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Work: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of

   PROJECT: Austin Science Center Roof Repairs, Project No. 850E

   for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. Interpretation Of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, this Agreement shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. Time For Completion: It is hereby understood and agreed that the Work under this contract shall be completed within NINETY DAYS (90) consecutive calendar days (“Contract Time”) from the date specified in the District’s Notice to Proceed.

5. Completion-Extension Of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor’s failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor’s Work. Contractor shall be liable for delays to other contractors caused by Contractor’s failure to coordinate its Work with the work of other contractors.

6. Liquidated Damages: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor’s delay; therefore, Contractor agrees that it shall pay to the District the sum
of **THREEHUNDRED** dollars ($300.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C59, E-21, 012, Contractor's License(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq., of the California Labor Code.

14. **Labor Compliance Program:** If the District has adopted a labor compliance program which is applicable to the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program. Including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment. This provision is only applicable if the Project is subject to a Labor Compliance Program funded in whole or in part with State bond funds.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work heretabefore agreed to be performed by the Contractor, the following price: Two Hundred Seven Thousand Four Hundred Fifty Four Dollars ($207,454.00), in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

American Services Co.

By: [Signature]

Title: President

DISTRICT

MARIN COMMUNITY COLLEGE DISTRICT

By: [Signature]

Title: Vice President, College Operations

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: November 7, 2007
Item & File No. C.12.E.9(a)

Subject: Geothermal Field KTD (305B) & Site Development Utilities KTD Project (#305C) Emergency Utility Repair Services Associated with Extensive Site Work Authorize Bidding

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

BACKGROUND:

Emergency utility repair services may be required while the Kentfield Geothermal Field and Site Development Utilities projects are under construction. Geothermal bore drilling will occur in parking lots 6, 7 and 9 where various utility service lines extend over the area. Multiple utilities will be relocated in advance of the new Science-Math-Central Plant Complex facility. The need for emergency utility repair services may arise and will need to be handled immediately to minimize any possible utility disruption.

Therefore, the District recommends that the Board of Trustees authorize bidding for a pair of emergency utility repair contracts (plumbing/mechanical and electrical), to be awarded on a time-and-materials on-call basis, for the Geothermal Field KTD Project (305B) and Site Development KTD Project (305C).

The final bids for the emergency utility services are due on December 6, 2007. The Board will be asked to approve time-and-material on-call contracts with the selected firms at its regular meeting on December 11.

FISCAL IMPACT:

An allowance of $500,000 has been set aside within the bond as a worst-case scenario for these contracts. Each task within the contracts will be billed on a time-and-materials basis.

RECOMMENDATION:

The Superintendent/President recommends that the Board authorize bidding for two emergency utility repair contracts for the Geothermal Field KTD (305B) and Site Development Utilities KTD Project (305C).
BACKGROUND:

The design of the geothermal fields projects at Kentfield (305B) and IVC (417B) is nearing completion by Alfa Tech Cambridge Group. DSA approval and/or submittal are not required. The District now seeks Board approval of this project and authorization to begin the bidding process. The two projects will be bid and performed as one combined and coordinated project.

FISCAL IMPACT:

The final reconciled engineer’s estimate for the combined project is $7 million ($6 million for Kentfield and $1 million for IVC). These projects will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Geothermal Field KTD & IVC projects and authorize the District to proceed with bidding the work as a single combined project.
To: Board of Trustees                               Date: November 7, 2007
From: Superintendent/President                     Item & File No. C.12.E.10(a)
Subject: Pool Boiler Replacement Project (#407A)   Enclosure(s):
         Defective Part Replacement / Time Extension / No Cost Change Order
         Change Order #1, Banner Enterprises, Inc.
Reason for Board Consideration: APPROVAL

BACKGROUND:

On July 17, 2007 the Board awarded a contract to Banner Enterprises, Inc. to complete the Pool Boiler Replacement Project (407A). A new control valve housing necessary to complete the project was delivered in defective order and must be replaced. Change Order #1, presented herein for approval, provides a no cost time extension through January 31, 2008 to allow fabrication of the new part. Meanwhile, temporary repairs will be made to the system (at no cost) to allow the pool boiler to remain operational until the new part is installed.

FISCAL IMPACT:

None. This cost change order is for a time extension only.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve no cost Change Order #1 to Banner Enterprises, Inc. for the Pool Boiler Replacement Project (407A)
# CONTRACT CHANGE ORDER

**PROJECT:** Food Boiler replacement  
**PROJECT No.:** 4074  
**CONTRACTOR:** BANNER ENTERPRISES, INC.  
**OWNER:** Marin Community College District  
**ARCHITECT:** AEC Tech  
**EFFECTIVE ONLY WHEN SIGNED BY OWNER**  

C.O. No. 1  
Date: November 7, 2007  

*To:* Jay Jensen, BANNER ENTERPRISES, INC.  

**NO COST CHANGE ORDER**  

Due to the delivery of a defective part the pool boiler shall be made operational by October 30, 2007 as per contract via repairs. The contract time is extended to January 31, 2008 to allow for casting of a new control valve housing as per manufacturer’s information. Upon delivery of the new cast iron valve body the installation shall be completed as per contract.  

**Item Number** | **Description** | **Amount** 
--- | --- | --- 
| | End of Items | **$0.00** 

| **SUBTOTAL:** | **$0.00** 

**NOTES:** Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the exact cost of the work, complete supply and installation of materials, and equipment. Contractor’s fees, profit, and overhead, administration, general conditions, all other indirect costs, and associated additional bond and insurance premiums.  

---

**AGREEMENT**  
**CONTRACT VALUE ADJUSTMENT**  

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

**Original Contract Price:**  
**Contract Price Prior To This Change Order:** **$0.00**  
**Contract Price Will Be:**  
- Increased:  
- Decreased: By this Change Order:  
- Unchanged:  
**New Contract Price Including This Change Order:** **$0.00**  
**TIME ADJUSTMENT**  
**Contract Time Will Be:** EXTENDED  
- Increased: By this Change Order:  
- Decreased: By this Change Order:  
- Unchanged:  
**Date of Substantial Completion As Of The Date Of This Change Order:**  
1/31/2008  

---

**ISSUED BY CONSTRUCTION MANAGER:**  
Swinerton Management & Consulting  
**By:** Daniel Eggen, Project Manager  
**Date:**  

**AGREED BY CONTRACTOR:**  
BANNER ENTERPRISES, INC.  
**By:** Jay Jensen, President  
**Date:**  

---

**RECOMMENDED BY PROGRAM MANAGER:**  
Swinerton Management & Consulting  
**By:** Rich Graziano, Program Manager  
**Date:**  

**RECOMMENDED BY OWNER:**  
Marin Community College District  
**By:** Rob Thompson, Director of Maintenance & Operations  
**Date:**  

---

**APPROVED BY:**  
Marin Community College District  
**By:** T-Ann Carmack, Director of Modernization  
**Date:**  

**AUTHORIZED BY OWNER:**  
Marin Community College District  
**By:** Albert J. Harrison II  
**Date:**  

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**Distribution:**  
- Owner  
- Consultant  
- Construction Manager: Dan Eggen  
- Contractor  
- C. O. File  
- Other
### BOARD AGENDA ITEM

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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>Change Order #1</td>
</tr>
</tbody>
</table>

### BACKGROUND:

On August 28, 2007 the District approved four lease agreements with Mobile Modular Management Corporation for temporary buildings for the PE Complex Modernization project.

Portable Unit 1 was originally planned as office space. Unit 1 has now been reassigned by the District for yoga and exercise use. This change requires installation of linoleum flooring in lieu of the standard carpet provided under the original agreement.

Change Order #1 to cover the upcharge for linoleum for lease agreement # 5282519 is presented herein for approval, as follows:

**Change Order #1**  
$7,332 (includes applicable tax)

This change order and a no-cost removal of the security deposit requirement are incorporated into Revision 1 of the lease agreements.

### FISCAL IMPACT:

Change Order #1 will be paid from bond funds.

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order #1 to Mobile Modular Management Corporation in the amount of $7,332 (to be paid with the monthly lease at $378 per month, plus applicable tax) for the PE Complex Portables Project (850F).
**CONTRACT CHANGE ORDER**

**PROJECT:** PE Complex Portables

**CONTRACTOR:** Mobile Modular Management Corporation

**OWNER:** Marin Community College District

**ARCHITECT:** N/A

**EFFECTIVE ONLY WHEN SIGNED BY OWNER**

C.O. 1

Date: 11/7/2007

**LEASE AGREEMENT SUMMARY**

<table>
<thead>
<tr>
<th>Lease #</th>
<th>Description</th>
<th>No. Months</th>
<th>Per Month Cost (incl. tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>S82519</td>
<td>36x40 DSA building with open floor plan</td>
<td>18</td>
<td>$1,339.33</td>
</tr>
<tr>
<td>S82520</td>
<td>12x40 DSA bng/flr/staff restroom building</td>
<td>18</td>
<td>$1,160.50</td>
</tr>
<tr>
<td>S82521</td>
<td>36x40 DSA building with open floor plan</td>
<td>18</td>
<td>$2,041.00</td>
</tr>
<tr>
<td>S82522</td>
<td>36x40 DSA building with a dividing wall</td>
<td>18</td>
<td>$2,573.11</td>
</tr>
</tbody>
</table>

*Delivery all units: $9,620.00
Bldg/level all units: $15,597.00
Return Delivery/all units: $9,621.00
Dismantle/all units: $6,090.00
Cleaning Fee/all units: $1,250.00
Total: $176,781.00*

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Change to lease agreement # S82519. Floor covering from carpet to linoleum as requested by the District. This change will be accounted for as a monthly increase of $378 plus tax over the 18 month agreement for this lease unit.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No. Months</th>
<th>Per Month Cost (incl. tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>$407.33</td>
</tr>
</tbody>
</table>

**End of Items**

**SUBTOTAL:** $7,332.00

| Owner's Unspecified Allowance: | |
| 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:** $7,332.00

---

**AGREEMENT**

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

- Original Contract Price: $176,781.00
- Net Change By Previously Authorized Change Order: $176,781.00
- Contract Price Prior To This Change Order: $176,781.00
- Increased: $7,332.00
- Decreased: By this Change Order
- Unchanged:
- New Contract Price Including This Change Order: $184,113.00

**TIME ADJUSTMENT**

- Contract Time Will Be: $184,113.00
- Increased: $7,332.00
- Decreased: By this Change Order
- Unchanged:

**AGREED BY CONTRACTOR**

Swinerton Management & Consulting

By: **Jake Sauer, Construction Manager**

Date: 

---

Page 1 of 2
<table>
<thead>
<tr>
<th>RECOMMENDED BY PROGRAM MANAGER</th>
<th>RECOMMENDED BY OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swinerton Management &amp; Consulting</td>
<td>Marin Community College District</td>
</tr>
<tr>
<td>By: Rich Graziano, Program Manager</td>
<td>By: Rob Thompson, Director of Maintenance &amp; Operations</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPROVED BY</th>
<th>AUTHORIZED BY OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marin Community College District</td>
<td>Marin Community College District</td>
</tr>
<tr>
<td>By: G. Anne Chernock, Director of Modernization</td>
<td>Authorized By: Albert J. Harrison II</td>
</tr>
<tr>
<td>Date:</td>
<td>VP College Operations</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

Distribution: ■ Construction Manager  ■ Controller  ■ C. O. file  ■ Other
### BOARD AGENDA ITEM

**To:** Board of Trustees  
**From:** Superintendent/President  
**Date:** November 7, 2007  
**Subject:** Contracts and Agreement for Services Report—October 2007

<table>
<thead>
<tr>
<th>Reason for Board Consideration:</th>
<th>Enclosure(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>INFORMATION</td>
<td>Attachment</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

In accordance with Board Policy 6.0017 on External Consultants and Evaluators, attached for your information is a listing of all External Consultants and External Evaluators with whom we entered into a contract in excess of $1,000 with a description of services provided.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0200679</td>
<td>Levy Company</td>
<td>Maintenance</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td></td>
<td>District plumbing repair services, while plumber is off.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200687</td>
<td>Education to Go</td>
<td>Microcomputer Center</td>
<td>$ 1,560.00</td>
</tr>
<tr>
<td></td>
<td>Online class services for August, 2007/2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200705</td>
<td>Brim Design and Printers</td>
<td>President’s Office</td>
<td>$ 1,113.87</td>
</tr>
<tr>
<td></td>
<td>Printing of Foundation letterhead and business cards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200709</td>
<td>Marin Teaching Network</td>
<td>President’s Office</td>
<td>$ 2,700.00</td>
</tr>
<tr>
<td>P0200714</td>
<td>Tremco, Inc</td>
<td>Maintenance</td>
<td>$ 2,164.00</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous roof repairs at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200718</td>
<td>Ongaro &amp; Sons</td>
<td>Maintenance</td>
<td>$ 7,675.00</td>
</tr>
<tr>
<td></td>
<td>Water and sewer plumbing services for the Larkspur Annex Trailer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200757</td>
<td>Hertz Equipment Rental</td>
<td>Transfer Center</td>
<td>$ 1,179.58</td>
</tr>
<tr>
<td></td>
<td>Furniture rental services for Kentfield transfer center day, 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200764</td>
<td>Education to Go</td>
<td>Microcomputer Center</td>
<td>$ 2,080.00</td>
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<tr>
<td></td>
<td>Online class services for September, 2007/2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200771</td>
<td>Law Office of Lary Frierson</td>
<td>District Wide</td>
<td>$26,450.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for September 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200773</td>
<td>Community College Football Officials Association</td>
<td>Physical Education</td>
<td>$ 4,476.00</td>
</tr>
<tr>
<td>P0200779</td>
<td>Fahy Tree Service</td>
<td>Maintenance-Grounds</td>
<td>$ 1,100.00</td>
</tr>
<tr>
<td></td>
<td>Remove large 36” oak tree that had fallen into Murphy Creek.</td>
<td></td>
<td></td>
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<tr>
<td>P0200784</td>
<td>Advant</td>
<td>Information Technology</td>
<td>$ 1,968.00</td>
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<tr>
<td></td>
<td>Maintenance/service support for HP system for July through December 2007.</td>
<td></td>
<td></td>
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<tr>
<td>P0200789</td>
<td>Casey Printing</td>
<td>Communications Relations</td>
<td>$45,000.00</td>
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<tr>
<td></td>
<td>Printing of the Spring 2008 Credit Class schedules.</td>
<td></td>
<td></td>
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<tr>
<td>P0200813</td>
<td>Accountemps</td>
<td>Fiscal Services</td>
<td>$20,000.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for Categorical and Bond accountants.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Contracts and Agreement for Services
OVER $1,000.00
MONTHLY REVIEW

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0200823</td>
<td>Mission Linen &amp; Uniform Services</td>
<td>Workforce Development</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Laundry and uniform cleaning services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for Automotive Collision Repair,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automotive Technology and Machining,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Machine Tools programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200834</td>
<td>Hobson's, Inc</td>
<td>Intensive English</td>
<td>$1,500.00</td>
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<tr>
<td></td>
<td>Additional advertising services for</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>the Intensive English program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200835</td>
<td>Assessment Technologies Institute</td>
<td>Nursing</td>
<td>$15,870.00</td>
</tr>
<tr>
<td></td>
<td>Assessment testing for the nursing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>program, for 46 RN CARP packages.</td>
<td></td>
<td></td>
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<tr>
<td>P0200884</td>
<td>Stephen Chaineys</td>
<td>Information Technology</td>
<td>$3,000.00</td>
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<tr>
<td></td>
<td>Temporary services for IT</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>personal, vacations.</td>
<td></td>
<td></td>
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<tr>
<td>P0200907</td>
<td>B Cantarutti Electric Company</td>
<td>Maintenance</td>
<td>$1,051.00</td>
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<tr>
<td></td>
<td>Install seven lamps and lenses for the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IVC pool lamps.</td>
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Restricted

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<tbody>
<tr>
<td>P0200683</td>
<td>Tremco, Inc.</td>
<td>Maintenance</td>
<td>$6,500.00</td>
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<tr>
<td></td>
<td>Miscellaneous roof repairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>at the IVC Campus as</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>approved at 6/12/2007</td>
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</tr>
<tr>
<td></td>
<td>(Last Year) Board</td>
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<tr>
<td></td>
<td>meeting.</td>
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<tr>
<td>P0200685</td>
<td>Perfect Timing, Inc</td>
<td>Financial Aid</td>
<td>$6,580.70</td>
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<td></td>
<td>Temporary help for</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Financial Aid</td>
<td></td>
<td></td>
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<tr>
<td>P0200772</td>
<td>WK McLellan Company</td>
<td>Maintenance-Grounds</td>
<td>$3,000.00</td>
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<tr>
<td></td>
<td>Parking and loading area</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>repairs around the MS-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>building.</td>
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</tr>
<tr>
<td>P0200837</td>
<td>WK McLellan Company</td>
<td>Maintenance-Grounds</td>
<td>$4,800.00</td>
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<tr>
<td></td>
<td>Pedestrian Bridge repairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and paving repairs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200882</td>
<td>WK McLellan Company</td>
<td>Maintenance-Grounds</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Concrete replacement and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>finishing services of 21</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>linear feet of sidewalk,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>removal, disposal and prep</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>to grade.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200909</td>
<td>WK McLellan Company</td>
<td>Workforce Development</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Event managing services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for the Career Fair on</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200910</td>
<td>Mary Gillo</td>
<td>Workforce Development</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Event support services for</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>the Career Fair on 11/8/2007</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mauer Trust Bolinas Marine Facilities Fund

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0200802</td>
<td>William J. Sydeman, Ph.D.</td>
<td>Life and Earth Sciences</td>
<td>$7,200.00</td>
</tr>
<tr>
<td></td>
<td>Report preparation fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for the Bolinas Bay</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>facility evaluation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Contracts and Agreement for Services
**OVER $1,000.00**
**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure C Bond</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200748</td>
<td>Marin County Clerk</td>
<td>Measure C</td>
<td>$5,100.00</td>
</tr>
<tr>
<td></td>
<td>CEQA filing services for the environmental impact report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200871</td>
<td>XL Prints</td>
<td>Measure C</td>
<td>$4,186.87</td>
</tr>
<tr>
<td></td>
<td>Sign production services for 2. “Experience the Transformation/Your Bond Dollars at Work” signs and installation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>