BOARD OF TRUSTEES
REGULAR MEETING AGENDA

OCTOBER 14, 2008
The Board shall act on posted items and shall not deliberate items that are not on the posted agenda.

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 “B.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

Government Code §54957.5 states that public records which relate to any item on the open session agenda for a regular Board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Office of the Superintendent/President at 835 College Avenue, Administrative Center 123, Kentfield for the purpose of making those public records available for inspection.

A. Closed Session – 4:30 p.m. in AS 101, Indian Valley Campus

1. Call to Order, Roll Call and Adoption of Agenda
   a) Request for Public Comment on Closed Session Agenda

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

(a) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

CONFERENCES 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)
UPM Impasse
SEIU Impasse Mediation
Agency Negotiator: Larry Frierson
(b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
Five cases – Complaint filed by Ms. Mize-Kurzman under Education Code §7164
  Mize-Kurzman vs. MCCD (Marin Superior Court)
  S. Rollison vs. MCCD (Marin Superior Court)
  UPM/D. Rollison vs. MCCD Grievance/Arbitration
  UPM/Christensen vs. MCCD Arbitration

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

3. Recess to Open Session

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

B. Reconvene to Regular Meeting
1. Call to Order, Roll Call and Adoption of Agenda
2. Approval of Minutes (4 minutes)
   • Minutes of September 16, 2008 Board Meeting
   • Minutes of September 17, 2008 Special Board Meeting (Retreat)
   • Report of Closed Session for October 14, 2008
3. Citizens’ Requests to Address the Board on Non-Agenda Items (3 minutes)

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      None
   b. Legislative Report
   c. Committee Chair Reports
   d. Individual Reports and/or Requests
   e. WASC Report Status
   f. Discussion of Board Officers

5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (10 minutes)

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

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

A. Calendar of Upcoming Meetings
   Board Retreat, January 23 & 24, 2009
   Location to be determined

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

C. Short-Term Hourly Positions

D. Budget Transfers – Month of September - FY 2008/09

E. Warrant Approval

F. Declaration of Surplus Property – Miscellaneous Equipment

G. Modernization (Measure C)
   1. Ratify Construction Contracts for Various Projects
      a. DSPS Relocation Project (#850L)
         Hannibal’s Inc. Electrical Construction ($40,692)
         Al Villa Builder ($9,350)
         FloorTec ($1,032)
         Al Heffley, Inc. ($495)
         Gugel/Today Painting & Decorating, Inc. ($4,122)
      b. Transportation Technology Complex Project (#402A)
         Alten Construction, Inc. ($6,895,500)
      c. West Campus Utility Extension Project (#407D)
         Bruce Enterprises Parking Area Line Stripping, Inc. ($875)
         B. Cantarutti Electric, Inc. ($8,519)
      d. Transportation Tech Relocation Project (#850H)
         B. Cantarutti Electric, Inc. ($4,002)
      e. PE Complex Portables Project (#850F)
         Al Heffley, Inc. ($1,445)
   2. Ratify Professional Services Contract Amendments
      a. Transportation Tech Relocation Project (#850H)
         Moving Services
Crossroads Relocation Services, Inc. ($4,925)
b. DSPS Relocation Project (#850L)
   Moving Services
   Crown Worldwide Moving & Storage, Inc. ($100)
c. Campus Corner Health Relocation Project (#850G)
   DSA (Division of the State Architect) Fees
   HKIT Architects ($2,700)
d. Dance Relocation Project (#850N)
   Testing & Inspection Services
   Sensible Environmental Solutions, Inc. ($1,210)

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

   A. Approve Recreational Parking Permit – Indian Valley Campus
   B. Approve Bid Award for Learning Resource Center Carpet Project, Kentfield Campus
   C. Approve Bid Award for Learning Resource Center Paint Project, Kentfield Campus
   D. Approve Agreement with Marin General Hospital for Emergency Medical Technician Student Experience
   E. Approve Agreement with Sutter Marin, dba Novato Community Hospital for Emergency Medical Technician Student Experience
   F. Approve Authorization to Bid Move Services Related to Learning Resource Paint and Carpet Projects
   G. Approve Memorandum of Understanding: Sonoma County Junior College District and Marin Community College District
   H. Modernization (Measure C)
      1. Approve New Professional Services Consultant Agreements
         a. Dance Relocation Project (#850N)
            Campus Corner Health Relocation Projects (#850G)
            DSPS Relocation Project (#850L)
            Project Inspection Services
            Peter R. Hull Construction Consulting ($18,000)
         b. SMCP Increment No. 1 – Site Development Utilities Project (#305C)
            Testing & Inspection Services
            Consolidated Engineering Laboratories ($86,454)
2. Award Construction Contracts
   a. Main Building Complex Project (#417A)
      Di Giorgio Contracting Company, Inc. ($14,097,250)
3. Approve Construction Change Orders
   a. West Campus Utility Extension Project (#407D)
      Di Giorgio Contracting Company, Inc. - Change Order #3
      ($65,445)
   b. 12 KV Utility Extension Project (#407C)
      Dick Emard Electric, Inc. – Change Order #3 (credit) (-$13,000)
   c. DSPS Relocation Project (#850L)
      Hannibal’s Inc. Electrical Construction - Change Order #1
      ($1,495)
   d. Diamond PE Center Alterations Project (#308B)
      Alten Construction, Inc. – Change Order #5 ($47,333)
   I. Approve Agreement with Marin General Hospital for Phlebotomy Student Experience

12. Items for Possible Future Board Action (5 minutes)
   A. Textbook Cost Containment (November)
   B. COM/MTA Agreement (November)
   C. Bolinas Lab Recommendations (November)
   D. OPEB Fund Investment Strategy and the Appointment of an OPEB Retirement Board (December)
   E. Clinical Agreement with California Pacific Medical Center (November)
   F. Memorandum of Understanding by and between the State of California Department of Water Resources, the North Marin Water District and the Marin Community College District (November)

13. Information Items (5 minutes)
   B. Modernization Update
      1. Director’s Report
      2. Sustainability Report
      3. Master Schedule with Spent to Date Through September 2008
D. Calendar of Special Events

Marin Economic Commission Tenth Annual Awards of Excellence Luncheon,
November 14, 11:30 a.m., Embassy Suites, San Rafael

Marin County Committee on School District Organization
November 17, 2008, 6:00 p.m., Marin County Office of Education
Board Room, 1111 Las Gallinas Avenue, San Rafael

CCLC Conference, November 20-22, Anaheim Hilton

14. Correspondence
   Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
A. Closed Session

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

The Board of Trustees of the Marin Community College District met in the SS A&B conference rooms on the Kentfield campus, members having received notice as prescribed by law. Board Vice President Kranenburg called the meeting to order at 4:45 p.m. All publicly elected Trustees were present except Trustee Treanor, who arrived at 4:50 p.m., Trustee Long, who arrived at 4:50 p.m., and Trustee Hayashino, who arrived at 5:15 p.m. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

M/s (Dolan/Namnath) to adopt the agenda as presented. The motion passed unanimously (4-0).

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

The closed session recessed at 6:13 p.m.

B. Regular Meeting

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

The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:35 p.m. in the Deedy Staff Lounge on the Kentfield campus by Board President Hayashino. She announced that the meeting was being recorded to facilitate the preparation of minutes. All publicly elected Trustees were present and Student Trustee McCleary was in attendance.

M/s (Long/Dolan) to approve the agenda as presented. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

2. Approval of Minutes and Report of Closed Session

M/s (Long/Treanor) to approve the minutes of the August 26, 2008 Board meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
Trustee Long reported that the Board had met in closed session earlier that afternoon on the items listed on the agenda and that no action was taken.

3. Citizens' Requests to Address the Board on Non-Agenda Items
Erik Dunmire, Paul da Silva and Betty Goerke addressed the Board regarding their vision of an expanded College of Marin Museum to serve our students and the community. They advocated for a public-private partnership that would fund expansion of the space allotted to the museum in the new Science/Math/Central Plant complex and asked for the Board's commitment and support. Copies of their statements are attached to the minutes as part of the official record.

Jamie Deneris expressed her dissatisfaction with the plans and designs for the new Science Building, noting the need for adequate lab space.

Ira Lansing, representing UPM, stated that the District and UPM are at impasse and will move to fact finding. He stated that UPM is willing to sit down and discuss or negotiate and that he hopes we can avoid a train wreck.

Don Foss expressed concern to the Board over problems that he thinks will occur as a result of erosion mitigation work we are having done on the creek at IVC. He also stated that classroom and lab space in the new Science Building will not be adequate for his needs.

4. Board Reports and/or Requests
a. Commendation Resolutions and Other Resolutions
   1. Resolution in Support of Hispanic Heritage Month
      Trustee Long read the resolution and suggested adding the words "educational opportunities" after freedom in the fifth paragraph. M/s (Namnath/Kranenburg) to approve the Resolution in Support of Constitution Day with Trustee Long’s suggested changes. The motion passed by a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee McCleary.

b. Legislative Report.
   Trustee Paterson reported that the legislature has approved a budget and that the governor has announced he will veto it. The legislature will probably override the veto and no one seems very happy with the budget.

c. Committee Chair Reports
   None.

d. Individual Reports and/or Requests
   Trustee Dolan asked if there were any plans to honor Jack Bray, a long-time COM fitness instructor who has broken several track records for his age group, and will be leaving the area. She also gave Student Trustee McCleary a poster with information about the Declaration of Independence and pictures of the original signers of the document in honor of Constitution Day, September 17.

   Trustee Namnath announced that one of his daughters, a past COM student, has articulated to UCLA. He congratulated both his daughter and COM faculty and staff for a job well done.
e. WASC Report Status

President White reported that a call has gone our for Student Learning Outcome (SLO) and program review facilitators and noted that we are ready to bring our Educational Master Plan (EMP) facilitators on board.

5. Chief Executive Officer’s Report

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

She reported that the Citizens’ Oversight Committee had met earlier in the week and that the committee has five new members. She noted that the President’s Circle also met this week and that three new members will be joining to bring the total to 25.

Dr. White invited Nanda Schorske, Dean of Workforce Development, College & Community Partnerships, and Marilee Eckert, Executive Director of the Marin Conservation Corps, to comment on the MCCD-MCC Memorandum of Understanding for the Indian Valley Organic Farm and Garden. Dean Schorske stated that she was pleased about the partnership and Ms. Eckert thanked the Board for its support.

M/s (Long/Paterson) to move Action Item C.11.A up on the agenda. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

C.11.A. M/s (Long/Kranenburg) to Approve Memorandum of Understanding - Marin Community College District and Marin Conservation Corps for Indian Valley Organic Farm and Garden. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

Dr. White showed Board members an article on community college music programs in the national magazine Classical Singer which pictures and makes reference to College of Marin’s community chorus.

a. Staff Reports

1) Enrollment Update

Vice President Martinez referred Board members to her written enrollment report in their Board packets. She also distributed charts (copies attached) with updated enrollment information. She stated that we were hoping to stabilize enrollment and see modest growth and that this is happening sooner than we expected. She commented on the great teamwork that has made success in our enrollment management efforts possible.

V-Anne Chernock, Director of Modernization, gave an update on parking problems near the PE complex resulting from closure of Parking Lot 12 due to the start of construction of the photovoltaic system. She reported that a team of ten individuals met the previous day and reached agreement on a new parking scheme that will fairly assign our limited parking spots to staff, faculty, and all students, including those with special needs. A copy of Director Chernock’s report is attached to the minutes as part of the official record.
6. **Academic Senate Report**  
Yolanda Bellisimo, President of the Academic Senate, reported that the Senate is preparing recommendations from Robert Kennedy’s transfer program research that will be sent to the Institutional Planning Committee (IPC) and the President and then presented to the Board. She noted that the Senate will conduct a survey of faculty to find out how a compressed calendar would affect teaching and learning in their disciplines. Findings and recommendations will be passed along to UPM. Ms. Bellisimo announced that an all-day program review training session is planned for September 26. She also reported that she has been invited to participate in a presentation on program review by the Accreditation Committee of the State Academic Senate at the November Plenary Session. 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 Trustee McCleary reported that the students are off to a successful semester. ASCOM and the Student Senate have sponsored an orientation for international students, an orientation for sports teams and barbecues for students. Student Trustee McCleary noted that his Board is filled and that many students are interested in student government this year.

9. **Board Study Session**  
   a) **Review/Discussion of Contract Milestone Report and Master Schedule**  
      Leigh Sata, Swinerton Management & Consulting Program Manager, reported that all projects are currently on time and on budget and responded to questions about the contract milestone report and master schedule.

      To simplify reporting, Trustees suggested no longer including information on completed milestones in the milestone report.

10. **Consent Calendar Items (Roll Call Vote)**  
M/s (Treanor/Long) to approve all items on the Consent Calendar. The motion passed by a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee McCleary.

A. **Calendar of Upcoming Meetings**  
   No Changes

B. **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
   1. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel

C. **Academic Personnel Recommendations.** Approve the Academic Personnel
Recommendations.
1. Temporary Credit Instructors Added and Changed Appointments Fall 2008
2. Appointment/Change of Temporary Non Credit ESL and Community Education and Services Instructors for Fall Semester 2008 and Fall 1 Quarter 2008
3. Appointment and/or Change of Academic Personnel

   1. Resignation of Educational Management Personnel

E. Short-Term Hourly Positions

F. Budget Transfers – Month of August - FY 2008/09

G. Warrant Approval

H. Declaration of Surplus Property – Miscellaneous Equipment

I. Approval of Revised Board Policies
   1. BP 6100: Delegation of Authority
   2. BP 6150: Designation of Authorized Signatures

J. Approve Revision to Sabbatical Leave Recommendation

K. Modernization (Measure C)
   1. Ratify Construction Contracts for Various Projects
      a. West Campus Utility Extension Project (#407D-850H-850C)
         Di Giorgio Contracting Company, Inc. ($874,000)
      b. Ignacio Creek Erosion Mitigation Project (#419A)
         Bay Pacific Pipelines, Inc. ($339,000)
      c. PE Complex PV Project (#308D)
         Alten Construction ($3,030,000)
      d. Relocation Costs (#850A)
         Construction – Disposal of Modular Classroom
         Anaya Construction ($6,300)

11. Other Action Items

A. Approve Memorandum of Understanding – Marin Community College District and Marin Conservation Corps for Indian Valley Organic Farm and Garden
   This item was approved earlier in the meeting.

B. Modernization (Measure C)
   1. Ratify Professional Services Contract Amendment
      a. M/s (Treasor/Long) to Approve Fine Arts Building Project (#306C)
Performing Arts Modernization Project (#306A)
Project Specific Signage Design Services
Kate Keating Associates, Inc. ($47,052) – Amendment #4.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

2. Approve New Professional Services Consultant Agreements
   a. M/s (Treasnor/Paterson) to Approve Main Building Complex Project (#417A)
      Testing and Inspection Services
      Inspection Services, Inc. ($126,538). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

3. Award Construction Contracts
   a. M/s (Treanor/Long) to Approve Main Building Complex Project (#417A) – Gonsalves & Stronck Construction Co., Inc. – $13,354,400. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
   b. M/s (Treanor/Paterson) to Approve Transportation Technology Complex Project (#402A) – Alten Construction, Inc. – $6,895,500. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

4. Approve Construction Change Orders
   a. M/s (Paterson/Dolan) to Approve West Campus Utility Extension Project (#407D)
      Di Giorgio Contracting Company, Inc. – Change Order #2 ($0 – no cost time extension). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
   b. M/s (Treanor/Paterson) to Approve 12 KV Utility Extension Project (#407C)
      Dick Emard Electric, Inc. – Change Order #2 ($2,002) & Notice of Completion. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
   c. M/s (Treanor/Long) to Approve PE Complex Portables – Electrical Utilities for Shower Portable Project (#850F)
      Brumbaugh Enterprises, Inc. dba Electrix – Change Order #2 ($448). The motion passed unanimously (7-0) plus an
advisory aye vote by Student Trustee McCleary.
d. M/s (Long/Kranenburg) to Approve Diamond PE Center Alterations Project (#308B) 
Alten Construction, Inc. – Change Order #4 ($39,567). The motion passed by a unanimous vote of 7-0 plus an advisory aye vote by Student Trustee McCleary.

C. M/s (Treanor/Long) to Approve Resolution to Adopt Revised Board Policy 2710, Conflict of Interest. The motion passed by a unanimous roll call vote of 7-0 (plus an advisory aye vote by Student Trustee McCleary).

12. Items for Possible Future Board Action
A. Textbook Cost Containment (October)
B. COM/MTA Agreement
C. Bolinas Lab Recommendations (November)
D. OPEB Fund Investment Strategy and the Appointment of an OPEB Retirement Board (November)
E. Clinical Agreement with California Pacific Medical Center (October)
F. Clinical Agreement with Marin General Phlebotomy (October)
G. Clinical Agreement with Marin General EMT (October)
H. Clinical Agreement with Sutter, dba Novato Community EMT (October)

Board President Hayashino asked the Trustees to review the information items and future action items.

13. Information Items
A. Contracts and Agreement for Services Report – August, 2008
B. 4th Quarter Financial and CCFS 311Q for 2007/08
C. Modernization Update
   1. Director’s Report
   2. Sustainability Report
   3. Master Schedule with Spent to Date Through August 2008
   5. Contract Name Correction (Brumbaugh Enterprises, Inc. dba Electrix)
D. Calendar of Special Events
   MAS/MCSBA Kick Off, September 17, 5:30 to 7:30 p.m., San Rafael Joe's
14. Correspondence
Board members were asked to review their correspondence packets.

15. Board Meeting Evaluation

16. Adjournment
M/s (Long/Namnath) to adjourn the meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McLeary and the meeting was adjourned at 8:05 p.m. by Board President Hayashino.
Board of Trustees Meeting  
16 September, 2008  

Museum Presentations

Dr. Erik Dunmire

Hello. My name is Erik Dunmire, and I am a faculty member at COM as well as a former Interim Dean of Math and Sciences. I’m here to join several of my colleagues in support of what we feel is an important opportunity to provide a new focal point for the sciences as part of the Measure C modernization program. The sciences have been and continue to be an area of growth for the college, yet they have for many years lacked an attractive and functional center to reach out to students and community members and to draw them in.

The modernization program brought with it the promise of creating such a focal point for the sciences, and in so doing, of bringing us up to the standards being established by our ‘competitors.’ During the early stages of planning a new Math-Science-Central Plant Complex—a process that I was part of—such a center was conceived and incorporated into the design. The vision was a space that would not only support the instruction of classes (as does our current Biology museum in the existing Science Center), but also serve as a multi-disciplinary exhibit and activity space to engage K-12 groups and the public, as well as our own prospective students. Unfortunately, as often happens in the evolution of such modernization projects, new constraints arose that forced some re-prioritization, and resulted in a very scaled-down version of this space.

The latest plans (included in the packet to be distributed) contain a 500 square foot exhibit space, which is slightly smaller than the 600 square foot space in the existing Science Center (and I encourage you to visit that space to get a better sense of what this means), and much smaller than similar spaces that our principal competitors have built (1500 sq. ft. SRJC, 1400 sq. ft. Sierra College). However, the design team has identified a creative solution to this challenge, which would allow us to recapture the original vision for this space.

The solution involves a public-private partnership that would fund the expansion of the room into an adjacent 900 sq. ft. breezeway area. According to the design team, the total private contributions needed are less than $1 million. Pledges of financial contributions to help fulfill this plan have already been made by several interested community organizations, contingent on further refinement of the plans. In addition, sources of public grants have been identified. These include the National Science Foundation, the Institute of Museum and Library Services, and the Society for the Preservation of Natural History Collections.

This public-private partnership is the perfect way to fulfill the plan drawn up by the design team and to make it as good as it can be. It also is an excellent way to forge stronger links between the community and the college -- links that many feel are weak in our current community college.

Thank you. I would be happy to answer any questions the Board may have at a future meeting.
Dr. Paul da Silva

Hello. My name is Paul da Silva, and I am a professor of biology and environmental science here at COM. I also support the plan to modernize the science museum space at the College. There is no longer any question that science museums are where the action is in modern science education. The question is whether we at COM can meet the minimum standards of modern science museums. In order to answer this question, we must review our resources, decide how to best utilize them, and compare what we are capable of doing with what our neighbors are doing.

Our collections are the strongest part of our resources. The anthropology, biology, geology, and paleontology collections together include more than 15,000 specimens and artifacts, not to mention the valuable living plant groupings for which the campus is well known. The diversity of these collections is a rich foundation for teaching about our Marin County environment and that of the world beyond. Furthermore, many of them are especially valuable because they are globally or locally extinct and document conditions that no longer exist. For example, we have these specimens from Kentfield in the 1930’s. Our collections have long been the source of much inspiration, stimulation and understanding on the part of students and faculty, and they have the potential for much greater use in community outreach and involvement.

In our recent fact-finding field trips, we have seen that other colleges are capitalizing on their resources to move ahead. Included in the packet to be distributed are photographs showing the conditions on other campuses. Amount and utilization of space and staff is generally far superior to what we have at COM.

However, the strategic public-private partnership proposed by the Measure C modernization design can go a long way to remedying this situation. If it is approved, COM could implement many of the best practices recommended by the California Community College Museum Association. These include construction of ample and well-formed spaces for optimal learning, separation of display and study spaces from storage spaces, use of storage techniques that maximize health and safety, incorporation of modern audiovisual displays, enhanced web presence, improved links with K-12 schools, and use of exciting educational environments for campus and community tours and meetings.

Thank you. I would be happy to answer any questions the Board may have at a future meeting.
Good evening, I’m Betty Goerke, officially a retired member of the Behavioral Science Department, but currently teaching a class in the credit program about California Indians.

I want to share my vision of an expanded museum whose exhibits will enrich our own students’ learning, and also attract Marin county’s grade school and high school students, who are after all our potential students. I have personally seen the results of outreach when the same grade and high school students I talked to in their classrooms turned up years later in my college classroom to learn more about archaeological discoveries. But think how much more effective this process would have been if they had originally come onto our campus with their classes to see and learn about new discoveries from our exhibits, and their teachers are eager to bring them here.

I also envision a College of Marin museum as a place which would attract and inform the community. It would give us an opportunity to include the community through events at the museum, and showcase our collections and facilities.

We have letters of support of from other museums in the county with whom we could share exhibits, and environmental groups in the county welcome a museum whose exhibits foster understanding of the natural world.

Personally I’m looking forward to an exhibit on human evolution, which would tie in the disciplines of biology, geology and anthropology. On opening night of that exhibit, someone could talk about our common African heritage, holding up the fossil bones of 3 million year old Lucy, while explaining what we can learn from these old bones found in Ethiopia.
We have the enthusiasm and the expertise on campus to carry this off. But what we would like from the Board is the commitment and approval of a space dedicated to a museum expansion in the new Science and Math Central Plant complex.

Inherent in this commitment is funding for architectural drawings to include the overall plan as well as displays and shelving, and an artist’s depiction of the interior. Down the road there will be personnel implications since the museum will need a director or curator.

It is my belief that once we have the detailed architectural drawings we can then move to fundraising to tap prospective donors for contributions to supplement the college funds.

Can we do it? I think we can, but we need your support.

Thank you.
WHEREAS, National Hispanic Heritage Month is traditionally observed from September 15 to October 15 of each year, and;

WHEREAS, Hispanic Heritage Month evolved from a "National Hispanic Heritage Week" Resolution of the U.S. Senate and House of Representatives approved on September 17, 1968, and;

WHEREAS, on September 15, 1998, the President of the United States of America expanded the one-week observance of Hispanic culture and contributions in America to one month, and;

WHEREAS, in recognition of the expanding prominence of the Hispanic contributions to American history, values, and culture, and;

WHEREAS, in recognition of the millions of Hispanic men and women who have migrated to the United States from Mexico, Puerto Rico, Cuba, and other Latin American countries in search of peace, freedom, educational opportunities, and a better future;

NOW, THEREFORE, BE IT RESOLVED that on this 16th day of September, 2008, the Board of Trustees of the Marin Community College District hereby endorses Hispanic Heritage Month.

PASSED AND ADOPTED this 16th day of September, 2008, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA  
COUNTY OF MARIN

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

Frances L. White, Superintendent/President
Secretary to the Board
## Credit Student Headcount Comparison

### Fall 2007 to Fall 2008

<table>
<thead>
<tr>
<th></th>
<th>End of Pre-Reg</th>
<th>August 25, 2008</th>
<th>First Census</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fall 2007</strong></td>
<td>5,246</td>
<td>5,870</td>
<td>6,469</td>
</tr>
<tr>
<td><strong>Fall 2008</strong></td>
<td>5,419</td>
<td>5,992</td>
<td>6,577</td>
</tr>
</tbody>
</table>

- (173 students, 3% increase)
- (122 students, 2% increase)
- (108 students, 2% increase)
Headcount of Credit Students By Campus
Fall 2004-Fall 2008

<table>
<thead>
<tr>
<th></th>
<th>Fall 04</th>
<th>Fall 05</th>
<th>Fall 06</th>
<th>Fall 07</th>
<th>Fall 08</th>
</tr>
</thead>
<tbody>
<tr>
<td>IVC</td>
<td>1,014</td>
<td>769</td>
<td>937</td>
<td>979</td>
<td>1,171</td>
</tr>
<tr>
<td>KTD</td>
<td>6,338</td>
<td>5,948</td>
<td>5,874</td>
<td>5,844</td>
<td>5,854</td>
</tr>
<tr>
<td>Overall</td>
<td>6,943</td>
<td>6,437</td>
<td>6,482</td>
<td>6,469</td>
<td>6,577</td>
</tr>
</tbody>
</table>

IVC headcount plus KTD headcount does not equal overall headcount, because some students attend both campuses.
CampusCreditCompare04-08 (Research Office) 9/11/2008
Headcount of Credit Students By Campus
Fall 1997-Fall 2008

<table>
<thead>
<tr>
<th></th>
<th>Fall 97</th>
<th>Fall 98</th>
<th>Fall 99</th>
<th>Fall 00</th>
<th>Fall 01</th>
<th>Fall 02</th>
<th>Fall 03</th>
<th>Fall 04</th>
<th>Fall 05</th>
<th>Fall 06</th>
<th>Fall 07</th>
<th>Fall 08</th>
</tr>
</thead>
<tbody>
<tr>
<td>IVC</td>
<td>1,599</td>
<td>1,545</td>
<td>1,502</td>
<td>1,542</td>
<td>1,471</td>
<td>1,540</td>
<td>1,282</td>
<td>1,014</td>
<td>769</td>
<td>937</td>
<td>979</td>
<td>1,171</td>
</tr>
<tr>
<td>*KTD</td>
<td>7,613</td>
<td>7,632</td>
<td>7,393</td>
<td>6,917</td>
<td>6,912</td>
<td>6,968</td>
<td>6,796</td>
<td>6,338</td>
<td>5,948</td>
<td>5,874</td>
<td>5,844</td>
<td>5,854</td>
</tr>
<tr>
<td>Overall</td>
<td>8,613</td>
<td>8,589</td>
<td>8,294</td>
<td>7,869</td>
<td>7,828</td>
<td>7,941</td>
<td>7,587</td>
<td>6,943</td>
<td>6,437</td>
<td>6,482</td>
<td>6,469</td>
<td>6,577</td>
</tr>
</tbody>
</table>

IVC headcount plus KTD headcount does not equal overall headcount, because some students attend both campuses.
firstcensuscompare08 (3) (Research Office) 9/11/2008
Notes for Board report on parking

Last week Alten Construction closed Parking Lot 12, adjacent to the PE Complex off College Avenue, to start construction of our long-awaited photovoltaic system. This closure has of course impacted parking in the vicinity, and most especially parking for Adaptive PE students with mobility problems. We had planned for a disruption but could not totally anticipate the extent of the impact.

Without going into details, I’m pleased to report that a strike team of 10 key individuals met yesterday at the PE portable village, and within half an hour reached agreement on a new parking scheme that will fairly assign our limited parking spots to staff, faculty, and all students, including those with special needs. I’d like to acknowledge these 10 individuals for their willingness to meet on short notice and to reach such a good solution!

Chief Lacy and Darryl Kesecker from the Police Department
DSPS Coordinator Chris Shultz on behalf of the Adaptive PE program
Athletic Director Matt Markovich
Don Flowers, our Maintenance Supervisor
Swinerton team members Leigh Sata, Dale Molyneaux and Summer Byron
And my able assistant Heather Holliday

\[\text{\sc{\textlt{Chunno\textup{k}}}}\]
ACADEMIC SENATE REPORT TO THE BOARD OF TRUSTEES
September 16, 2008

The Senate has been working on several issues that resulted from program review:

- **Transfer Program Findings**
  Robert Kennedy presented a book of data for Senate members and gave us a lengthy presentation at our last meeting that included a profile of where our students go after transferring from COM. We are preparing recommendations from this report that we will send to IPC and the President once the recommendations are finalized by the Senate. We are also looking forward to presenting these findings to the Board of Trustees. Robert’s research gives us much to be proud of and I think, will surprise you because of the numbers of students we transfer.

- **Compressed Calendar**
  As I mentioned at the last regular board meeting, the senate has been addressing concerns about compressed calendar because some faculty do not feel they could cover all material required in the Course Outline of Record and meet Student Learning Outcomes within the timeframe of the compressed calendar. The Senate has decided to do a survey of faculty about how compressed calendar will affect teaching and learning in their disciplines. We will pass on our findings to UPM with recommendations that come from the faculty survey.

- **Program Review Training**
  We have an all-day program review training planned for September 26th. Derek Wilson and Dong Nguyen will be conducting the training. Our expectation is that those programs that used last year’s template will be able to complete the revised template during the one day workshop. Because of Banner, much of the data about enrollments, courses and scheduling will not need to be hand entered so participants can concentrate on budget needs and changes in their programs.

- **Presentations**
  As I mentioned in June we will be taking our program review template on the road. I’ve been invited by the Accreditation Committee of the State Academic Senate to participate in a presentation at the November Plenary Session in order to help the 21 schools on probation get through the process and back in good standing with WASC. Earlier this year, the president of the State Senate, Mark Wade Lieu sent a president bulletin to all community college senates about Marin’s turnaround and the role that our senate played. As a result, we are getting calls from other schools that are interested in what we did and how we did it. Also, Derek Wilson and I applied to do a presentation at the League for Innovation at Community Colleges on our template and governance process. We will hear in October if our forum session is approved.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: September 16, 2008

Subject: Main Building Complex Project (417A)
Award Construction Contract

Reason for Board Consideration: None

ACTION – AWARD

BACKGROUND
On May 13, 2008 the Board of Trustees approved and authorized bidding for the Main Building Complex Project (417A). Following a formal and competitive bidding process, eight bids were received on September 16, 2008 and the results are as follows:

- Gonsalves & Stronck Construction Co, Inc. $13,288,000
- Di Giorgio Contracting Company, Inc. $13,350,000
- Amtz Builders, Inc. $13,460,342
- JW & Sons, Inc. $13,632,000
- Roebelen Contracting, Inc. $13,743,000
- Alten Construction, Inc. $13,768,246
- SJ Amoroso Construction Co, Inc. $13,897,000
- Jeff Luchetti Construction, Inc. $14,031,000

The low base bid is 24% below the engineer’s estimate, with a total spread of 5% from high to low bid, with a bid spread of 1.3% between the lowest three bids. The apparent low bidder is determined by base bid only.

There are eight alternates for this project, three deductive and five additive. The deductive alternates will be declined. Four of the five add alterates, for site infrastructure repair and improvements, will be accepted for a total additional cost of $66,400.

The Board of Trustees is asked to award a construction contract to the low responsive bidder, Gonsalves & Stronck Construction Co., Inc., in the amount of $13,354,400 following the five (5) business day bid protest period ending September 23, 2008, or upon successful resolution of any bid protests. The construction Contract will be brought forward to the Board for ratification at the first scheduled meeting following execution of the contract.

FISCAL IMPACT
The final construction cost estimate for this (combined) project is $17,636,000. The contract amount to be awarded will be $13,288,000 base bid plus $66,400 for four alternates. The contract will be paid from bond funds budgeted for the Main Building Complex, Parking Lot-Bioswale & Pathways Projects (417A-401B-413A).

RECOMMENDATION
The Superintendent/President recommends that the Board award a construction contract for the Main Building Complex Project (417A) to Gonsalves & Stronck Construction Co., Inc., in the amount of $13,354,400 subject to successful completion of the five (5) business day bid protest period.

---

1 This project now includes the Parking Lot-Bioswale & Pathways infrastructure projects (401B & 413A).
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: September 16, 2008
Item & File No. B.11.B.3 (b)

Subject: Transportation Technology Complex Project (402A)
Bid Protest Recommendation & Award Construction Contract

Reason for Board Consideration: None

ACTION – AWARD

BACKGROUND:
On May 13, 2008 the Board of Trustees approved and authorized bidding for the Transportation Technology Complex Project (402A). The scope of work includes modernization of two existing structures and a new 1,000 square foot office addition, including all associated foundations, structure, finishes and infrastructural work.

Following a formal and competitive bidding process, eight (8) formal bids for this work were received on August 28, 2008. All bidders were prequalified prior to bidding. The bid results are as follows:

- Alten Construction, Inc. $6,895,000
- West Bay Builders, Inc. $6,897,000
- JW & Sons $6,999,000
- Jeff Luchetti Construction $7,047,000
- Gonsalves & Stronck $7,104,000
- Arntz Builders $7,228,248
- Di Giorgio Contracting Co, Inc. $7,465,000
- Page Construction $7,641,000

The low base bid is 26% below the final architect’s estimate of $9,285,000. The spread between the first and third lowest bids is 1.5% and the overall spread from high to low bids is 11%. The apparent low bidder is determined by base bid only.

The apparent low bidder is Alten Construction, Inc. On September 5, 2008 (the final day of bid protest period) a bid protest was received from West Bay Builders, Inc. stating that Alten Construction, Inc.’s bid should be rejected based upon their failure to list a hazardous materials subcontractor on their Designated Subcontractor’s List (submitted with bid), as well as other administrative irregularities.

The District and Legal Counsel (MBD) reviewed the recommendation made by Swinerton Management & Consulting, Inc. and agree that administrative irregularities do not affect Alten’s bid price and may be waived by the Board. The total amount of hazardous materials work included in Alten Construction, Inc.’s bid is less than ½ of 1% of their total base bid and therefore met the specifications required by this project. The District, Legal Counsel and Swinerton Management & Consulting recommend that the Board award the construction contract for the Transportation Technology Complex Project (402A) to the low responsive bidder, Alten Construction, Inc., as well as decline the bid protest filed by West Bay Builders, Inc.

FISCAL IMPACT:
The final construction cost estimate for the contract is $9,285,000. The contract amount to be awarded will be $6,895,000 base bid, plus $100 for Alternate Two, plus $400 for Alternate Three, for a total of $6,895,500. Alternates Two and Three are upgrades to energy efficient light fixtures and ballasts. Alternate One, a deductive alternate, is declined. The contract will be paid from bond funds budgeted for the Transportation Technology Complex Project (402A).

RECOMMENDATION
The Superintendent/President recommends that the Board award a construction contract for the Transportation Technology Complex Project (402A) to Alten Construction, Inc., in the amount of $6,895,500.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
I. Call to Order, Roll Call and Adoption of Agenda

The Board of Trustees of the Marin Community College District met in the Bank of Marin Conference Room, 1104-4th Street in San Rafael, members having received notice as prescribed by law. Board President Hayashino called the meeting to order at 9:25 a.m. All publicly elected Trustees were present except Trustee Paterson, who arrived at 9:27 a.m., Trustee Dolan, who arrived at 10:00 a.m., and Student Trustee McCleary.

M/s (Long/Treanor) to adopt the agenda as presented. The motion passed unanimously (6-0).

II. Comments from the Public

Elizabeth Moody read a statement encouraging the Board to continue to consider the possibility of a senior residential research/teaching center at IVC and to move ahead with a grant application for a market, feasibility and business plan study for this concept. A copy of Ms. Moody's statement is attached to the minutes as part of the official record.

III. Welcome and Overview

Board President Hayashino stated that the Retreat would focus on a discussion of Board effectiveness, Board ethics and protocol, succession planning for Board officers, Board priorities, the planning and budgeting process, and asset enhancement and management planning.
IV. Board Self-Evaluation and Board Effectiveness

Board members discussed their effectiveness in working together as a team, developing trust and allowing different points of view, communicating, staying focused on issues, keeping meetings short and focused, making decisions, and solving problems.

a. Lessons from Pasadena Community College
The Trustees reviewed a handout on the Pasadena Community College Board’s norms and protocols. Our Board Self-Evaluation Committee was asked to work on norms and protocols for the MCCD Board.

b. Board Policy on Resolutions
Trustees discussed the appropriateness of Board Resolutions and emphasized the importance of the language in resolutions and the need for resolutions to have a direct connection with the College of Marin.

c. Succession Planning
The Board does not currently have a rotation policy in place to determine who will serve as a Board officer. The Trustees expressed the importance of collectively coming up with people with the right skill set for the issues at hand to serve as Board officers. The following individuals expressed interest in serving as Board officers next year: Trustees Kranenburg, Long, Paterson, and Dolan. Board President Hayashino stated that she would talk to the current Board officers about putting discussion of potential new Board officers on the agenda for the October Board meeting.

V. 2008-09 Board Goals, Objectives and Priorities Review

a. Program Review, Planning and Budgeting

President White reviewed the college planning & budget calendar, noting that the setting of Board goals and budget priorities should take place in January to fit into the budget/planning process. We are behind schedule this year due to the need to focus on accreditation issues. Board members asked to have a column added to the planning & budget calendar showing what the Board needs to do each month. The Trustees decided to set aside January 23 and 24 on their calendars for a Board Retreat. Information on program review outcomes will be available at this time and the Board will review goals and budget priorities on time (in January).

Dr. White reported that we are updating program reviews and working on an Educational Master Plan and a Strategic Plan this fall.
b. Asset Enhancement and Management Planning

Board members discussed white papers prepared by Dr. White and staff on College of Marin asset management challenges at both campuses.

Jim Goodell, President of Public Private Ventures, Inc., made a presentation to the Board entitled "Proactive Asset Enhancement: An Overview," noting that both the Kentfield and IVC campuses are good candidates for public/private partnerships.

Trustees Treanor, Paterson and Hayashino will meet to discuss fundraising and bring back a report to the Board.

c. Direction to Staff and Wrap-Up

The Board directed Dr. White to come back with a streamlined asset management proposal, including a phased in approach for handling upkeep on buildings, that will enable the Board to give "next steps" direction to staff.

VI. Adjournment

M/s (Treanor/Kranenburg) to adjourn the meeting. The motion passed unanimously (7-0) and Board President Hayashino adjourned the meeting at 2:20 p.m.
Creekside Senior Residential Research/Teaching Center at IVC

In your discussions today, I hope that you will consider advantages of the senior residence we have been discussing for some years at possibly the southern edge of IVC. Nationally eight colleges and universities own and operate retirement communities, with numerous more colleges and universities in various planning stages of development and operation of retirement communities. Aging populations are expanding worldwide, and Marin County has the fastest growing older population in California. It is estimated we will more than double our over 65 population within the next 30 years.

This means there exists a tremendous challenge of career needs in the field of aging. The College has already recognized the opportunities for life-long learning for healthy seniors. Senior residents in assisted living and nursing levels of care provide many opportunities for internships and volunteer opportunities, extending understanding of aging. There are growing demands for many careers in biotech, nursing, medical assisting; for CNAs, physical therapists, dieticians, social workers, administrators, activity coordinators, and even programs connected within the horticultural program for health and wellness. There is, also, connection to the Simulation Center. With opportunities for summer interns at the Buck Institute on Aging, plus the two Marin Community Foundation initiatives for this year being affordable housing and aging, some of us believe the time is now for a grant to be obtained from MCF to do a feasibility and development study for a retirement facility (similar to Mill Valley The Redwoods 300 units), providing its many opportunities.

In partnership with Buck, Dominican college is offering a new degree, a masters of science in biological sciences with an emphasis in aging research this fall in the school’s new $20 million dollar science center. Cerritos College, partnering with the City of Cerritos, is to build on its campus a 150 unit extended care facility for low to moderate income seniors with plans to develop a training work study program.

We strongly urge you to consider a senior residential research/teaching center a needed and worthwhile project for the IVC campus in view of the class opportunities and workforce needs in the County. We had even wondered if the kitchen for such a facility might also serve on campus to provide a cafeteria for the whole campus. We hope that you will approve moving ahead with a grant application for a market, feasibility and business plan study for this concept. We thank you for your consideration of these possibilities for the IVC campus.

Elizabeth Moody
The Redwoods Retirement Center
40 Camino Alto #10102
Mill Valley, CA 94941

Joann London
59 Santa Ynez Circle
Novato, CA 94947

Evelyn Swenson
1509 S. Novato Blvd. #19
Novato, CA 94947
President’s Report
Board of Trustees Meeting
October 14, 2008

COM Alumnus and Former ASCOM President Wins $275,000 Google Android Developer Challenge
Former ASCOM President Chris Hulls recently received the good news that his startup, Life360, was selected as a first place winner in the Google Android Developer Challenge. Out of 1,788 entries, Life360 was one of the top 10 companies to be awarded a $275,000 prize. Hulls credits COM Business and Information Systems Professor Robert Kennedy for much of his current success. In summer 2004, he transferred to UC Berkeley as a business major. He received his baccalaureate from the Haas School of Business and was accepted as a graduate student at Harvard Business School. Hulls has recently taken a deferment from Harvard to focus on his duties as CEO of Life360. For more information visit www.Life360.com.

Program Review Workshop a Success
Over 25 faculty attended the Program Review Training Workshop held Friday, September 26. Participants were introduced to the new streamlined program review template and were provided with instructions and support to update their program review by the November 15 deadline. Many thanks to Derek Wilson and Dong Nguyen who conducted the training! If you were unable to attend and would be interested in participating in a “make up” session or you have questions about the process, please email Derek Wilson (derek.wilson@marin.edu). A follow-up workshop is also being planned.

Puente Project’s “Noche de Familia”
College of Marin’s Puente Project held its first event Friday, September 26, a “Noche de Familia” (family night). Students brought their parents and close friends who support their education to learn more about the program. Cecilia Gutierrez and Blaze Woodlife talked about Puente Project, its goals, and success rate statewide. Former Puente students and family members shared their experiences and a video was presented, showing the challenges of balancing cultural expectations with the requirements of going to college.

Kudos
Congratulations to Dance Professor David Jones on the success of his recent production Viva Cuba! This one-man show, created entirely by Jones, played in New York and the East Bay to sold-out audiences.

Counseling Department Administrative Assistant Susan Scott has received a Certificate of Achievement in Archaeology Technology, Archaeological Technician from Cabrillo College.

College of Marin Community Education Instructor Erika Harkins has been invited to teach History of French Literature: Middle Ages – 18th Century this fall at the Osher Lifelong Learning Institute at the University of California Berkeley.

Administrative Assistant to the Physical Education Department Diane Kukahiko won first place for low net of the field with the International Veterans Women’s Golf Club with a two-day score of 140.

College of Marin Drama Department Presents Death of a Salesman
W. Allen Taylor directs Arthur Miller’s Death of a Salesman, offered in the Fine Arts Theatre at Kentfield on October 10, 11, 17 and 18 at 8 p.m. and October 12 and 19 at 2 p.m. Tickets are $15 general / $10 for students, seniors and COM employees. Please call the College of Marin Box Office at (415) 485-9385, Tuesday through Friday, 3 p.m. to 7 p.m.
**Marin County Senior Information Fair**

The public is invited to visit the COM Associated Students Emeritus College (ASEC) display booth at the Marin County Senior Information Fair. Current members will be available to discuss the numerous activities and educational opportunities that ASEC membership offers. An informational DVD showing ASEC activities will be shown. The fair is October 22, 2008, from 9 a.m. to 3 p.m. at the Marin Center Exhibit Hall, Avenue of the Flags, San Rafael. Admission is free of charge.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: October 14, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.10.B</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Personnel Recommendations</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s): Recommendations</td>
</tr>
</tbody>
</table>

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Appointment of Classified Personnel

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

P. Mitchell is on the non-instructional side of the 50% law.

RECOMMENDATION:

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>* Mitchell, Pearvine</td>
<td>Health Services Assistant</td>
<td>.60</td>
<td>12</td>
<td>10/01/2008</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Pearvine has accepted the .60 FTE/12MPY position of Health Services Assistant effective October 1, 2008.

*Employee is in probationary status for six-months.*
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: October 14, 2008
Item & File No. B.10.C

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

BACKGROUND

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

Short-Term Hourly Positions.

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

Office Aide III in Admissions and Records and Community Education, House Manager in Community Education and Theatre Manager/Box Office in Performing Arts are on the non-instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
# A. SHORT TERM HOURLY POSITIONS – October 14, 2008

<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admissions and Records</td>
<td><strong>Office Aide III</strong> – Assist Classified Staff: (Peak periods only). The peak period has extended from opening of fall due to implementation of Banner. New procedures require permanent staff to spend more time refining processes &amp; organizing the office; therefore, assistance is necessary.</td>
<td>2</td>
<td>10/15/2008</td>
<td>11/30/2008</td>
<td>$10.50 hour</td>
</tr>
<tr>
<td>Community Education</td>
<td><strong>Dept. Aide III</strong> – Assist Classified Staff. Will work for Jewelry lab and will be responsible for general state of lab and inventory of supplies &amp; equipment, coordinating between credit and CES classes.</td>
<td>1</td>
<td>09/01/2008</td>
<td>12/30/2008</td>
<td>$10.00 hour</td>
</tr>
<tr>
<td></td>
<td><strong>House Manager</strong> – Assist Classified Staff. House manage FA 72 rentals for Mel Clubert comedy shows Sept. 6, 13, 20, &amp; 27, 2008.</td>
<td>1</td>
<td>09/06/2008</td>
<td>09/27/2008</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td>Performing Arts Box Office</td>
<td>*Theatre Manager/Box Office – Assist Classified Staff. Train Box Office Staff and perform duties in Box Office as needed. Assist Music, Dance &amp; Drama departments with stage set-up, strike, lighting, sound &amp; stage management duties as needed. Train House Managers and/or perform duties as needed. Make necessary arrangements for other COM non-performing arts events &amp; outside rentals of the theatre. Perform similar duties for outside rental events with additional pay paid by renters.</td>
<td>1</td>
<td>09/17/2008</td>
<td>12/31/2008</td>
<td>$18.94 hour</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

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

*Human Resources did not receive necessary paperwork from the department until after these individuals worked. These hourly employees need to be paid for work that has already been completed.*
The accompanying transfer information includes twenty-three budget transfers in September, totaling $62,381, from Unrestricted Funds.

There were twelve transfers in Restricted Funds for $207,137 in September 2008. There were two budget transfers from Restricted Reserves for $70,975, of which $35,000 was to allocate the Puente Project Budget and $35,975 to allocate the Nursing Equipment Grant and one transfer to Restricted Reserves for $1,484 to align the budget with the estimated expenditures.

Net effect of transfers for the Month.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>86,646</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>8,508</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td>26,554</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>(154,364)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>16,598</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>85,549</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>(69,491)</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 September Budget Transfers – FY 2008/09.
<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></td>
<td></td>
<td></td>
<td>(2,500)</td>
<td>2,500</td>
<td></td>
<td></td>
<td>2,500</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>1,600</td>
<td></td>
<td>(1,600)</td>
<td></td>
<td>1,600</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>(5,000)</td>
<td></td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>(2,600)</td>
<td>2,600</td>
<td></td>
<td></td>
<td>2,600</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>(15,000)</td>
<td>15,000</td>
<td></td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>(56)</td>
<td></td>
<td>56</td>
<td></td>
<td>56</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td>(6,000)</td>
<td>5,000</td>
<td></td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td>(600)</td>
<td></td>
<td>800</td>
<td></td>
<td>800</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td>(2,500)</td>
<td></td>
<td>2,500</td>
<td></td>
<td></td>
<td>2,500</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td>(200)</td>
<td></td>
<td>200</td>
<td></td>
<td>200</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td>(5,000)</td>
<td>5,000</td>
<td></td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td>808</td>
<td></td>
<td>808</td>
<td></td>
<td>808</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td>(237)</td>
<td></td>
<td>237</td>
<td></td>
<td>237</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td>10,000</td>
<td></td>
<td>(10,000)</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td>(3,000)</td>
<td></td>
<td></td>
<td></td>
<td>3,000</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td>1,100</td>
<td></td>
<td>(1,100)</td>
<td></td>
<td>1,100</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td>313</td>
<td></td>
<td>(313)</td>
<td></td>
<td>313</td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td>220</td>
<td></td>
<td>(220)</td>
<td></td>
<td>220</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td>2,880</td>
<td></td>
<td></td>
<td></td>
<td>2,880</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td>60</td>
<td></td>
<td></td>
<td></td>
<td>60</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td>(1,704)</td>
<td>1,704</td>
<td></td>
<td></td>
<td>1,704</td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td>1,500</td>
<td></td>
<td>(1,500)</td>
<td></td>
<td>1,500</td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td>(305)</td>
<td></td>
<td>305</td>
<td></td>
<td>305</td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL GENERAL FUND**

- 85,646.56
- 8,508.00
- 26,553.60
- 154,364.04
- 16,597.90
- 85,548.96
- (69,491.00)
- 223,855.04
- 339,006.58

**Child Care Fund**

| 1 |
| 0 |

**Measure C**

| 1 |
| 0 |
| 0 |

**TOTAL ALL FUND**

- 85,646.56
- 8,508.00
- 26,553.60
- 154,364.04
- 16,597.90
- 85,548.96
- (69,491.00)
- 223,855.04

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

**Object Code**

<table>
<thead>
<tr>
<th>4000</th>
<th>4000</th>
</tr>
</thead>
<tbody>
<tr>
<td>5000</td>
<td>5000</td>
</tr>
<tr>
<td>6000</td>
<td>6000</td>
</tr>
</tbody>
</table>

**Total Measure C Building transfers were funds remained within same account 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>October 14, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.10.E</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Warrant Approval for Month of September 2008</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Board Consideration:</th>
<th>Enclosure(s):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROVAL</td>
<td>Warrant Listing</td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

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

For the period **09/02/2008 through 09/30/2008**, warrants **78599-79533** were issued in the total amount of **$3,375,733**.

**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: October 14, 2008

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services

Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 78599-79533 in the amount of $3,375,733 for all funds for the period 09/02/2008 through 09/30/2008 be approved for payment. Copies of invoices for individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services and claims. The General Fund expenditures represent $1,160,525 of the above amount. Expenditure Summary includes payroll through September 30, 2008.

---

President or Designee

EXPENDITURE SUMMARY
2008-2009
General Fund – All Programs
Period Ending 09/30/2008

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>21,297,665</td>
<td>0</td>
<td>2,602,716</td>
<td>18,694,949</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>11,368,350</td>
<td>0</td>
<td>2,588,862</td>
<td>8,779,488</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>10,800,895</td>
<td>0</td>
<td>2,051,724</td>
<td>8,749,171</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,731,807</td>
<td>168,246</td>
<td>197,541</td>
<td>1,366,020</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>5,724,618</td>
<td>738,172</td>
<td>1,090,603</td>
<td>3,895,843</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,650,054</td>
<td>80,198</td>
<td>218,102</td>
<td>1,351,754</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>4,597,177</td>
<td>0</td>
<td>826,032</td>
<td>3,771,145</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>57,170,566</td>
<td>986,616</td>
<td>9,575,580</td>
<td>46,608,370</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>October 14, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.10.F</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td>List of Equipment</td>
</tr>
</tbody>
</table>

### BACKGROUND:

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

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

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees declare the items described on the attached surplus and that no single item or item lot is valued at $5,000 or more and further authorize the District to dispose of the equipment, pursuant to Education Code Section 81452(c), as the District feels is appropriate.
<table>
<thead>
<tr>
<th>Campus</th>
<th>Bldg</th>
<th>Quant</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD</td>
<td>SC 137</td>
<td>1</td>
<td>Computer Model PIII #001252</td>
<td>9442</td>
<td>Unk</td>
<td>Broken/Obsolete</td>
<td>Junk</td>
</tr>
<tr>
<td>KTD</td>
<td>HC 111</td>
<td>1</td>
<td>Fellows C120C Shredder</td>
<td></td>
<td>Unk</td>
<td>Broken</td>
<td>Junk</td>
</tr>
<tr>
<td>IVC</td>
<td>Pomo 252</td>
<td>1</td>
<td>Old lab supplies/equipment</td>
<td></td>
<td></td>
<td>Not used</td>
<td>Junk</td>
</tr>
<tr>
<td>IVC</td>
<td>Pomo 252</td>
<td>1</td>
<td>Typewriter</td>
<td></td>
<td></td>
<td>Broken</td>
<td>Junk</td>
</tr>
<tr>
<td>IVC</td>
<td>Pomo 252</td>
<td>1</td>
<td>Computer/Monitor/Keyboard</td>
<td>10+ yrs</td>
<td></td>
<td>Broken / Obsolete</td>
<td>Junk</td>
</tr>
</tbody>
</table>
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: October 14, 2008

Item & File No. B.10.G.1(a-e)

Subject: Various Projects
Construction Contracts

Reason for Board Consideration: Enclosure(s):

CONSENT RATIFICATION

BACKGROUND:

Under the current District procurement procedures, the Board is asked to take action on construction contracts in the following sequence (all of which are presented to the Board as agenda items):

1. Approve and authorize bidding
2. Award contract
3. Ratify the fully executed contract

After the formal bid process (item 1) and project bid opening, the Board is asked to award the contract to the lowest responsive bidder (item 2). A “Notice of Award” is then presented to the contractor and documents are prepared and submitted by the contractor to the District for review. These documents include the Construction Contract (Specification Section 00 52 13 – Agreement Form – Stipulated Sum (Single-Prime Contract)). The Contractor has seven (7) calendar days to prepare and submit these documents. The District then issues a Notice to Proceed (NTP), and work can begin.

Following execution of the Construction Contract, the Board is asked to ratify the fully executed contract (item 3). This ratification does not prevent work from starting, but has been a part of the Board notification process. The time frame between NTP and contract ratification may be several weeks, depending on the Board meeting schedule.

This Board item is a request to the Board for ratification of the following (previously executed) contracts:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract Amount</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hannibal’s Inc. Electrical Construction</td>
<td>$40,692</td>
<td>DPS Relocation Project (850L) (BOT awarded 8/26/08, NTP 9/16/08)</td>
</tr>
<tr>
<td>Alten Construction, Inc.</td>
<td>$6,895,500</td>
<td>Transportation Technology Complex Project (402A) (BOT awarded 9/16/08, NTP 10/6/08)</td>
</tr>
</tbody>
</table>

In addition, executed Construction contracts under $15,000 are also brought to the Board for ratification.

This Board item is a request to the Board for ratification of the following (previously executed) contracts under $15,000:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract Amount</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Al Villa Builder</td>
<td>$9,350</td>
<td>DPS Relocation (850L)</td>
</tr>
<tr>
<td>FloorTec</td>
<td>$1,032</td>
<td>DPS Relocation (850L)</td>
</tr>
<tr>
<td>Al Heffley, Inc.</td>
<td>$495</td>
<td>DPS Relocation (850L)</td>
</tr>
<tr>
<td>Gugel/Today Painting &amp; Decorating, Inc.</td>
<td>$4,122</td>
<td>DPS Relocation (850L)</td>
</tr>
<tr>
<td>Bruce Enterprises Parking Area Line Stripping, Inc.</td>
<td>$875</td>
<td>West Campus Utility Extension (407D)</td>
</tr>
<tr>
<td>B. Cantarutti Electric, Inc.</td>
<td>$8,519</td>
<td>West Campus Utility Extension (407D)</td>
</tr>
<tr>
<td>B. Cantarutti Electric, Inc.</td>
<td>$4,002</td>
<td>Transportation Tech Relocation (850H)</td>
</tr>
</tbody>
</table>
FISCAL IMPACT:

These construction contracts will be paid from Measure C bond funds. Copies of the executed contracts are on file in the Modernization Office.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the above-listed construction contracts for projects for the Measure C Bond Program as stipulated.
CONSENT RATIFICATION

BACKGROUND:

On April 29, 2008 the Board of Trustees authorized the District Staff to approve amendments to professional services consulting contracts with subsequent ratification by the Board. The following contract amendments are presented herein for ratification:

<table>
<thead>
<tr>
<th>Firm</th>
<th>No.</th>
<th>Amount</th>
<th>Project(s)</th>
<th>Service(s)</th>
<th>Total Contract to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crossroads Relocation Services, Inc.</td>
<td>1</td>
<td>$4,925</td>
<td>Trans Tech Relocation (850H)</td>
<td>Moving - phase 2</td>
<td>$13,070</td>
</tr>
<tr>
<td>Crown Worldwide Moving &amp; Storage, Inc.</td>
<td>1</td>
<td>$100</td>
<td>DSPS Relocation (850L)</td>
<td>Moving services</td>
<td>$14,001</td>
</tr>
<tr>
<td>HKIT Architects</td>
<td>11</td>
<td>$2,700</td>
<td>Campus Corner Health Relocation (850G)</td>
<td>DSA fees</td>
<td>$1,770,762</td>
</tr>
<tr>
<td>Sensible Environmental Solutions, Inc.</td>
<td>4</td>
<td>$1,210</td>
<td>Dance Relocation (850N)</td>
<td>Testing &amp; Inspection services</td>
<td>$123,693</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

These amendments will be paid from Measure C bond funds. Copies of the executed amendments are on file in the Modernization Office.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the above-listed amendments for professional services consulting contracts as stipulated.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Recreational Parking Permit - Indian Valley Campus
Date: October 14, 2008
Item & File No. B.11.A

Reason for Board Consideration: APPROVAL

BACKGROUND:

With the increase in police presence at the Indian Valley Campus, an issue has been brought to the attention of staff regarding parking at that campus. Numerous individuals use the campus parking lots on a regular basis to access campus grounds and the adjoining open space. Common uses are recreational, dog walking, use of tennis courts and picking up children from swimming lessons at the pool. In most instances, these uses are for a limited time (i.e., 30 minutes to 2 hours), but may be as frequent as every day. Individuals were reluctant to purchase the $3.00 daily permit, which is good for the entire day and felt that it was an excessive price for their limited use.

Staff is recommending selling a recreational parking permit for the Indian Valley Campus to remedy the issue. A six-month permit would be available for purchase at a cost of $100.00. Permits would be good for January through June and July through December and would be prorated for a less than six-month use.

This action would be temporary and revocable if parking for students and staff becomes limited due to upcoming construction on campus.

The recreational permit would not have an effect on the parking arrangements in place between the City of Novato and the College related to the ball fields and are usable at the Indian Valley Campus only.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to sell six-month recreational parking permits on a temporary basis at the Indian Valley Campus at a cost of $100.00 per permit.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

To:  Board of Trustees  
From:  Superintendent/President  
Date: October 14, 2008  
Item & File No. B.11.B  

Subject:  
Bid Award for Learning Resource Center Carpet Project, Kentfield Campus

Reason for Board Consideration:  
APPROVAL

Enclosure(s):  

BACKGROUND:  
At the August 28, 2008 Board meeting the Board of Trustees authorized staff to go out to bid for re-carpeting the first and second floor corridors, the library, the tutoring center, the media center, and classroom #110 of the Learning Resource Center at the Kentfield Campus. The work is to occur over the Winter Break at a cost of approximately $200,000 from the General Fund.

Bid proposals for the project are due on October 9, 2008. Upon review of the bids received, the bids results and a revised Board item will be presented to the Board of Trustees, requesting an award of contract to the lowest responsible bidder for the Learning Resource Center Carpet Project.

RECOMMENDATION:  
The Superintendent/President recommends that the Board of Trustees award the bid for the Learning Resources Center Carpet Project to the lowest responsible bidder.

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

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>October 14, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.11.C</td>
<td></td>
</tr>
</tbody>
</table>
| Subject:    | Bid Award for Learning Resource Center  
Paint Project, Kentfield Campus |
| Reason for Board Consideration: | APPROVAL |
| Enclosure(s): |                         |                |

**BACKGROUND:**

At the August 28, 2008 Board meeting the Board of Trustees authorized staff to go out to bid for painting the library, the tutoring center, the media center, and classroom #110 of the Learning Resource Center at the Kentfield Campus. The work is to occur over the Winter Break at a cost of approximately $90,000 from the General Fund.

Bid proposals for the Paint Project are due on October 9, 2008. Upon review of the bids received, the bid results and a revised Board item will be presented to the Board of Trustees, requesting an award of contract for the Learning Resource Center Paint Project to the lowest responsible bidder.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees award the bid for the Learning Resource Paint Project to the lowest responsible bidder.

**Administrator Initiating Item**

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

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>October 14, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.D</td>
</tr>
<tr>
<td>Subject:</td>
<td>Agreement with Marin General Hospital for Emergency Medical Technician Student Experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>APPROVAL</strong></td>
<td>Agreement</td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The College currently has agreements with various hospitals to provide clinical training experience for the College's Emergency Medical Technician (EMT) students. The College wishes to renew its agreement with Marin General Hospital for practical experience for our EMT Program students.

The attached agreement was reviewed by School and College Legal Services and insurance language is appropriate.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees authorize District staff to enter into agreement with Marin General Hospital to continue to provide practical experience for the College's Emergency Medical Technician students.

---

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
EMERGENCY MEDICAL HOSPITAL EXPERIENCE AGREEMENT

This Agreement is between Marin General Hospital, a California not-for-profit corporation (hereafter "HOSPITAL") located in Greenbrae, California, and Marin Community College District (hereafter “COLLEGE”) located at Kentfield, California, and is effective as of November 1, 2008.

RECITALS

A. HOSPITAL owns and operates a general acute care hospital as well as various outpatient facilities (collectively referred to as “Facilities”).

B. COLLEGE is accredited California community college district offering courses in emergency care approved by the California Department of Public Health, Bureau of Emergency Services. COLLEGE desires its Emergency Medical Technician (“EMT”) students to obtain hospital-based, practical experience in hospital emergency procedures through participation in HOSPITAL’s training program (“Program”).

C. It is to the mutual benefit of the parties to this Agreement that the EMT students of COLLEGE use the Facilities for their hospital-based experience. Hospital based experience refers to both clinical and non-clinical experiences.

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

   A. Both parties before the beginning of the training shall agree upon the period of time for each EMT student’s hospital experience.

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

2. COLLEGE’S RESPONSIBILITIES

   A. EMT Student Profiles. COLLEGE shall complete and send to HOSPITAL a profile for each EMT student enrolled in the Program, which shall include the EMT student’s name, address, and telephone number prior to the beginning of the planned hospital experience. HOSPITAL shall regard this information as confidential, and shall use it only as a source of identification for the EMT students.

   B. Schedule of Assignments. COLLEGE shall notify the HOSPITAL of its planned schedule of EMT student assignments, including the name of the EMT student, level of preparation, and length and dates of any prior hospital experience.
C. **Program Coordinator.** *COLLEGE* shall designate a representative to coordinate with a designee of *HOSPITAL* in the planning of the Program.

D. **Records.** *COLLEGE* shall maintain all student, health and academic records of the EMT students.

E. **Rules and Regulations.** *COLLEGE* shall enforce rules and regulations governing the EMT students that are mutually agreed upon by *COLLEGE* and *HOSPITAL*.

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

G. **EMT Student Responsibilities.** *COLLEGE* shall notify the EMT student that they are responsible for:

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

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

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

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

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

6) Following dress code of the *HOSPITAL* and wearing name badges identifying themselves as EMT student.

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

8) Assisting and providing services to the *HOSPITAL*’s patients under the direct supervision of authorized *HOSPITAL* Staff.

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

2
H. Payroll Taxes and Withholdings. To the extent required by applicable law COLLEGE shall be responsible for any payroll taxes, withholdings, workers’ compensation, insurance and benefits for COLLEGE employees and COLLEGE shall defend, indemnify, and hold HOSPITAL harmless for the same.

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

3. HOSPITAL’S RESPONSIBILITIES

A. Experience. HOSPITAL shall accept from COLLEGE the mutually agreed upon number of EMT students enrolled in the Program, and shall provide these EMT students with supervised and appropriate hospital experience that meets the written objectives of the Program described in Appendix 1, which maybe modified by mutual agreement of the parties.

B. HOSPITAL Responsibility. HOSPITAL shall retain ultimate responsibility for patient care and services and supervise all instruction and clinical/non-clinical experiences of EMT students at the Facilities. HOSPITAL shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.

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

D. HOSPITAL Designee. HOSPITAL shall designate a member of HOSPITAL’s staff to participate with the designee of COLLEGE in planning, implementing and coordinating the training Program.

E. Records and Evaluations. HOSPITAL shall maintain complete records and reports on each EMT student’s performance, and shall provide an evaluation to the COLLEGE upon request by the COLLEGE.
F. Access to Facilities. HOSPITAL shall permit EMT students enrolled in the Program access to HOSPITAL facilities as appropriate and necessary for their Program, provided that the presence of the EMT student shall not interfere with the activities of HOSPITAL. Facilities include space for clinical conferences and access to HOSPITAL’s Medical Library.

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

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

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

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

4. NON-DISCRIMINATION

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

5. STATUS OF EMT STUDENT

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

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

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

7. INSURANCE

A. The *COLLEGE* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability for faculty and students and general liability insurance coverage, naming *HOSPITAL* as additional insured with respect to this agreement.

B. Coverage under such insurance shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.

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

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

E. The *HOSPITAL* shall procure and maintain in force during the term of this agreement, at its sole cost and expense, professional liability for its employees and general liability insurance coverage, naming *COLLEGE* as additional insured as respects this agreement.

F. The *HOSPITAL* shall maintain liability limits for each type of coverage shall be not less than one million for each occurrence and three million aggregate.

G. The *HOSPITAL* shall also maintain and provide evidence of workers’ compensation insurance as required by law.
H. The HOSPITAL shall provide college with a certificate of insurance evidencing the insurance coverage and endorsement required under this section and providing for not less than thirty days written notice to the COLLEGE of the cancellation of such insurance. The HOSPITAL shall promptly notify the COLLEGE of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

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

B. Renewal. This Agreement may be renewed for subsequent three (3) year term, by mutual written agreement of the parties at least thirty (30) days prior to expiration of the term specified in 8.A., above.

C. Termination.

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

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

9. GENERAL PROVISIONS

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

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

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

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

E. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Any photocopy of this executed Agreement may be used as if it were the original.

G. Entire Agreement. This Agreement (including the recitals, which are hereby incorporated herein by this reference) is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

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

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

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

1. Notice to the HOSPITAL:
   Education Manager, Roganne Sutsos
   Marin General Hospital and Sutter Marin dba Novato Community Hospital
   4000 Civic Center Drive, Suite 170
   San Rafael, CA 94903

2. Notice to the COLLEGE
   Al Harrison
   Vice President, College Operations
   Marin Community College District
   835 College Avenue
K. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

L. Severability. If any portion of this Agreement is determined to be invalid, illegal or unenforceable under applicable law by a court of competent jurisdiction, that portion shall be severed and the remainder of this Agreement shall continue in full force and effect.

M. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

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

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

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

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

10. EXECUTION

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

MARIN GENERAL HOSPITAL

By: __________________________
Title: _________________________
Date: _________________________

MARIN COMMUNITY COLLEGE DISTRICT

By: __________________________
Title: _________________________
Date: _________________________
APPENDIX 1
TO
EMERGENCY MEDICAL HOSPITAL EXPERIENCE AGREEMENT

Emergency Room

A. In the emergency room EMT students shall be allowed to perform the following measurements:
   1. Pulse,
   2. Respirations,
   3. Blood Pressure, and
   4. Temperature

B. EMT students shall be allowed to observe the following treatments and operational procedures in the emergency room:
   1. Procurement of specimens for laboratory analysis
   2. Urethral catheterization
   3. Defibrillation/cardioversion
   4. Oral and parenteral drug administration
   5. Intravenous therapy
   6. Venipuncture and arterial puncture
   7. Endotracheal intubation
   8. Naso-gastric intubation
   9. Oropharyngeal and endotracheal suction
  10. Lumbar puncture
  11. Thoracentesis
  12. Paracentesis
  13. Insertion of chest tubes
  14. Electrocardiogram
  15. Chest physiotherapy

C. EMT students shall be allowed to observe and assist, under the supervision and direction of the physician and/or nurse in attendance, the following treatments and operational procedures in the emergency room:
   1. History-taking and physical examination
   2. Transferral of patient within hospital
   3. Bed making
   4. Bandaging, splinting, burn, and wound care
   5. Intake and output recording
   6. Oxygen and respiratory therapy treatments
   7. Cardio-pulmonary resuscitation
   8. Eye and ENT treatments
   9. Treatment of poisoning
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>October 14, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.E</td>
</tr>
<tr>
<td>Subject:</td>
<td>Agreement with Sutter Marin, dba Novato Community Hospital for Emergency Medical Technician Student Experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td></td>
</tr>
<tr>
<td>APPROVAL</td>
<td></td>
<td>Agreement</td>
<td></td>
</tr>
</tbody>
</table>

## BACKGROUND:

The College currently has agreements with various hospitals to provide clinical training experience for the College’s Emergency Medical Technician (EMT) students. The College wishes to renew its agreement with Sutter Marin, dba Novato Community Hospital for practical experience for our EMT Program students.

The attached agreement was reviewed by School and College Legal Services and insurance language is appropriate.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize District staff to enter into agreement with Sutter Marin, dba Novato Community Hospital to continue to provide practical experience for the College’s Emergency Medical Technician students.

---

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
EMERGENCY MEDICAL HOSPITAL EXPERIENCE AGREEMENT

This Agreement is between Sutter Marin, a California not-for-profit corporation doing business as Novato Community Hospital (hereafter "HOSPITAL") located in Novato, California, and Marin Community College District (hereafter "COLLEGE") located at Kentfield, California, and is effective as of November 1, 2008.

RECITALS

A. HOSPITAL owns and operates a general acute care hospital as well as various outpatient facilities (collectively referred to as "Facilities").

B. COLLEGE is an accredited California community college district offering courses in emergency care approved by the California Department of Public Health, Bureau of Emergency Services. COLLEGE desires its Emergency Medical Technician ("EMT") students to obtain hospital-based, practical experience in hospital emergency procedures through participation in HOSPITAL’s training program ("Program").

C. It is to the mutual benefit of the parties to this Agreement that the EMT students of COLLEGE use the Facilities for their hospital-based experience. Hospital based experience refers to both clinical and non-clinical experiences.

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

A. Both parties before the beginning of the training shall agree upon the period of time for each EMT student’s hospital experience.

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

2. COLLEGE'S RESPONSIBILITIES

A. EMT Student Profiles. COLLEGE shall complete and send to HOSPITAL a profile for each EMT student enrolled in the Program, which shall include the EMT student’s name, address, and telephone number prior to the beginning of the planned hospital experience. HOSPITAL shall regard this information as confidential, and shall use it only as a source of identification for the EMT students.

B. Schedule of Assignments. COLLEGE shall notify the HOSPITAL of its planned schedule of EMT student assignments, including the name of the EMT student, level of preparation, and length and dates of any prior hospital experience.
C. **Program Coordinator.** COLLEGE shall designate a representative to coordinate with a designee of HOSPITAL in the planning of the Program.

D. **Records.** COLLEGE shall maintain all student, health and academic records of the EMT students.

E. **Rules and Regulations.** COLLEGE shall enforce rules and regulations governing the EMT students that are mutually agreed upon by COLLEGE and HOSPITAL.

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

G. **EMT Student Responsibilities.** COLLEGE shall notify the EMT student that they are responsible for:

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

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

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

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

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

6) Following dress code of the HOSPITAL and wearing name badges identifying themselves as EMT student.

7) Attending an orientation of HOSPITAL facilities provided by their instructors. Instructors, preceptors and precepted EMT student shall receive an orientation from the HOSPITAL.

8) Assisting and providing services to the HOSPITAL’s patients under the direct supervision of authorized HOSPITAL Staff.

9) Notifying HOSPITAL immediately of any violation of federal or State laws at the HOSPITAL.
H. Payroll Taxes and Withholdings. To the extent required by applicable law COLLEGE shall be responsible for any payroll taxes, withholdings, workers’ compensation, insurance and benefits for COLLEGE employees and COLLEGE shall defend, indemnify, and hold HOSPITAL harmless for the same.

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

3. HOSPITAL’S RESPONSIBILITIES

A. Experience. HOSPITAL shall accept from COLLEGE the mutually agreed upon number of EMT students enrolled in the Program, and shall provide these EMT students with supervised and appropriate hospital experience that meets the written objectives of the Program described in Appendix 1, which maybe modified by mutual agreement of the parties.

B. HOSPITAL Responsibility. HOSPITAL shall retain ultimate responsibility for patient care and services and supervise all instruction and clinical/non-clinical experiences of EMT students at the Facilities. HOSPITAL shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.

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

D. HOSPITAL Designee. HOSPITAL shall designate a member of HOSPITAL’s staff to participate with the designee of COLLEGE in planning, implementing and coordinating the training Program.

E. Records and Evaluations. HOSPITAL shall maintain complete records and reports on each EMT student’s performance, and shall provide an evaluation to the COLLEGE upon request by the COLLEGE.
F. Access to Facilities. HOSPITAL shall permit EMT students enrolled in the Program access to HOSPITAL facilities as appropriate and necessary for their Program, provided that the presence of the EMT student shall not interfere with the activities of HOSPITAL. Facilities include space for clinical conferences and access to HOSPITAL’s Medical Library.

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

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

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

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

4. NON-DISCRIMINATION

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

5. STATUS OF EMT STUDENT

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

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

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

7. INSURANCE

A. The COLLEGE shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability for faculty and students and general liability insurance coverage, adding HOSPITAL as additional insured with respect to this agreement.

B. Coverage under such insurance shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.

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

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

E. The HOSPITAL shall procure and maintain in force during the term of this agreement, at its sole cost and expense, professional liability for its employees and general liability insurance coverage, adding COLLEGE as additional insured with respect to this agreement.

F. The HOSPITAL shall maintain liability limits for each type of coverage shall be not less than one million for each occurrence and three million aggregate.
G. The HOSPITAL shall also maintain and provide evidence of workers’ compensation insurance as required by law.

H. The HOSPITAL shall provide college with a certificate of insurance and endorsement evidencing the insurance coverage required under this section and providing for not less than thirty days written notice to the COLLEGE of the cancellation of such insurance. The HOSPITAL shall promptly notify the COLLEGE of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

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

B. Renewal. This Agreement may be renewed for subsequent three (3) year term, by mutual written agreement of the parties at least thirty (30) days prior to expiration of the term specified in 8.A., above.

C. Termination.

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

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

9. GENERAL PROVISIONS

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

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

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

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

E. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Any photocopy of this executed Agreement may be used as if it were the original.

G. Entire Agreement. This Agreement (including the recitals, which are hereby incorporated herein by this reference) is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

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

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

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

1. Notice to the HOSPITAL:
   Education Manager, Roganne Sutsos
   Marin General Hospital and Sutter Marin dba Novato Community Hospital
   4000 Civic Center Drive, Suite 170
   San Rafael, CA 94903

2. Notice to the COLLEGE
   Al Harrison
   Vice President, College Operations
   Marin Community College District
K. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

L. Severability. If any portion of this Agreement is determined to be invalid, illegal or unenforceable under applicable law by a court of competent jurisdiction, that portion shall be severed and the remainder of this Agreement shall continue in full force and effect.

M. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

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

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

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

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

10. EXECUTION

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

SUTTER MARIN DBA NOVATO COMMUNITY HOSPITAL

By: ________________________________
Title: ______________________________
Date: ______________________________

MARIN COMMUNITY COLLEGE DISTRICT

By: ________________________________
Title: ______________________________
Date: ______________________________
APPENDIX 1
TO
EMERGENCY MEDICAL HOSPITAL EXPERIENCE AGREEMENT

Emergency Room

A. In the emergency room EMT students shall be allowed to perform the following measurements:
   1. Pulse,
   2. Respirations,
   3. Blood Pressure, and
   4. Temperature

B. EMT students shall be allowed to observe the following treatments and operational procedures in the emergency room:
   1. Procurement of specimens for laboratory analysis
   2. Urethral catheterization
   3. Defibrillation/cardioversion
   4. Oral and parenteral drug administration
   5. Interavenous therapy
   6. Venipuncture and arterial puncture
   7. Endotracheal intubation
   8. Naso-gastric intubation
   9. Oropharyngeal and endotracheal suction
  10. Lumbar puncture
  11. Thoracentesis
  12. Paracentesis
  13. Insertion of chest tubes
  14. Electrocardiogram
  15. Chest physiotherapy

C. EMT students shall be allowed to observe and assist, under the supervision and direction of the physician and/or nurse in attendance, the following treatments and operational procedures in the emergency room:
   1. History-taking and physical examination
   2. Transferal of patient within hospital
   3. Bed making
   4. Bandaging, splinting, burn, and wound care
   5. Intake and output recording
   6. Oxygen and respiratory therapy treatments
   7. Cardio-pulmonary resuscitation
   8. Eye and ENT treatments
   9. Treatment of poisoning
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Authorization to Bid Move Services Related to Learning Resource Paint and Carpet Projects

Reason for Board Consideration: APPROVAL

BACKGROUND:
The District intends to complete a painting and carpeting project in the Learning Resource Center at the Kentfield Campus. This work will take place in the corridors on both floors, the library, the tutoring center, the media center, and classroom #110. In an effort to complete this work over the Winter Break, the District entered into an Agreement for Services with Transitions...managing change within the workplace inc. (Transitions) to assist the college in the bid process and coordination of the move of equipment and furniture to accommodate the painting and carpeting projects. The District has worked successfully with Transitions on many of the bond project related moves.

Estimated cost for move work is between $25,000 - $30,000.

The cost for this work will be from the General Fund.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees authorize staff to request bids for the furniture/equipment move work required to complete the Learning Resource Center Paint/Carpentry projects.

Administrator Initiating Item

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

BOARD AGENDA ITEM

To: Board of Trustees                          Date: October 14, 2008

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

Subject: Memorandum of Understanding: Sonoma County Junior College District and Marin Community College District

Reason for Board Consideration: Action

Enclosure(s): Memorandum of Understanding

BACKGROUND:

This Memorandum of Understanding (MOU) is submitted to the Board for approval. It has been reviewed and approved by School and College Legal Services, the District’s Legal Counsel.

This MOU is between the Board of Trustees, College of Marin (COM) and the Sonoma County Junior College District (“College”). The “MOU” is for the purpose of expanding and strengthening the region’s Multimedia secondary and post-secondary education programs.

The funds provided to College of Marin ($38,579) will pay for COM’s activity in this regional collaboration. The program includes funds for staff development for Marin County educators to enhance skills in teaching the array of classes in the field of multimedia and engagement of industry leaders to support the educational programs. Action is requested at this time to facilitate the revenue to the College of Marin on a schedule beginning October 17, 2008.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding: Sonoma County Junior College District and Marin Community College District.

Administrator Initiating Item    Nanda Schorske, Dean of Workforce Development and College-Community Partnerships

Cover memo SRJC MMST MOU 10/20/08
MEMORANDUM OF UNDERSTANDING

BETWEEN

SONOMA COUNTY JUNIOR COLLEGE DISTRICT AND
MARIN COMMUNITY COLLEGE DISTRICT

REGARDING

ADMINISTRATION OF GRANT FUNDING FOR
CAREER TECHNICAL EDUCATION
COMMUNITY COLLABORATIVE PARTNERSHIP IN
DIGITAL MEDIA/MULTI-MEDIA, ARTS AND ENTERTAINMENT
CAREER PATHWAY
STATE RFA #: (07-0170) (07-0170a) (07-0171)

This Memorandum of Understanding ("MOU") is made on September 1, 2008, between the Sonoma County Junior College District ("COLLEGE") and the Marin Community College District ("COM").

A. RECITALS

WHEREAS, the COLLEGE has been awarded grant funding from the Chancellor’s Office for Strengthening Career Technical Education (CTE) Programs through the Community Collaborative Partnership Project and the Workforce Innovation Partnerships (PROGRAMS) for a grant period of 18 months beginning October 15, 2008 through December 31, 2009; and

WHEREAS, COM has the expertise and resources to administer the Program; and

WHEREAS, the COLLEGE and COM have agreed that the COLLEGE shall use the grant funding to contract with COM to provide the necessary services and resources to administer the PROGRAMS and work collaboratively with the COLLEGE’S Project Manager, as set forth in this MOU; and

WHEREAS, the COLLEGE allows COM to subcontract to MARIN COUNTY OFFICE OF EDUCATION (MCOE) for additional services through MCOE Regional Occupational Program (ROP)

THEREFORE, contingent upon the COLLEGE receiving the above-referenced grant funding from the Chancellor’s Office, the parties agree to the following terms and conditions:

B. TERMS AND CONDITIONS

1) COM shall provide a CTE Coordinator responsible for
A. Analyzing industry needs to include work with industry professionals;

B. Engaging local Advisory Group with business leaders in the graphic design, multi-media arena; seek additional support for on-going programs;

C. Working with Marin County Advisory Group, COM Instructors, Economic Workforce Development (EWD) initiative directors and business leaders to promote local programs;

D. Coordinating educator externships with local and regional businesses for Professional Development of
   a. Selected Faculty (Secondary & Post-Secondary)
   b. Counselors
   c. Career Technicians;

E. Professional Development for educators in CTE standards and DM/MM industry training
   a. Industry Showcase Events
   b. Center for New Media training
   c. Job Shadowing, Business Tours;

F. Enhancing collaboration among stakeholders by educator access to business meetings and industry training;

G. Collecting and timely submission of required reporting data in the form and format required by the Chancellor’s Office to the Project Manager;

II. Services subcontracted to the Marin County Office of Education

COM shall provide funding to MCOE ROP in the following areas:

A. Coordinate Instructor externships with CTE Director for Professional Development of selected ROP Instructors
B. Assist in coordinating joint meetings with COM and ROP Instructors for the purpose of Professional Development
C. Participation in a regional steering council
D. Meet regularly with the COM CTE Director to review progress toward fulfilling program objectives.
E. Submit quarterly updates and reports to COM CTE Director on the following dates:
   October 10, 2008; January 9, 2009; April 10, 2009; July 7, 2009; October 9, 2009; January 10, 2010.

2. Term. This MOU shall become effective upon execution by the duly authorized representatives of each party, and the term of the MOU shall be from September 15, 2008 through December 31, 2009, comprised of fiscal year 2008-09 (Year 1) and fiscal year 2009-10 (Year 2), unless sooner terminated as set forth below.
3. **Compensation.** The COLLEGE shall pay COM ($38,579) for administering the Program during Year 1 and Year 2 (the State is viewing Year 1 and Year 2 as one year), in accordance with the budget detail sheet attached hereto as Exhibit A.

Included in the total funds is a subcontract to MCOE for ($15,000). Any changes to the budget shall be submitted to the COLLEGE’S Project Manager for approval. Payments shall be disbursed quarterly by the COLLEGE, within thirty (45) days following receipt of quarterly invoices submitted by COM.

5. **Reporting.** The COLLEGE shall provide reports as required by the Chancellor’s Office regarding the expenditures of the grant funds for the Program. COM shall submit quarterly activity reports and year-to-date expenditure reports to the Project Manager no later than two weeks prior to the time such reports are due to the Chancellor’s Office, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Due To Project Manager:</th>
<th>Due To Chancellor’s Office:</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 17, 2008</td>
<td>October 30, 2008</td>
</tr>
<tr>
<td>January 16, 2009</td>
<td>January 31, 2009</td>
</tr>
<tr>
<td>April 17, 2009</td>
<td>April 30, 2009</td>
</tr>
<tr>
<td>July 17, 2009</td>
<td>July 31, 2009</td>
</tr>
<tr>
<td>October 16, 2009</td>
<td>October 30, 2009</td>
</tr>
<tr>
<td>January 17, 2010</td>
<td>January 31, 2010</td>
</tr>
</tbody>
</table>

Additionally, COM shall provide financial and other data as required, to the Project Manager, by January 31, 2010, for inclusion in the final report due to the State.

6. **Termination.** Either party may terminate this MOU by providing ninety (90) days written notice to the other party. If the MOU is terminated early pursuant to this provision, the COLLEGE’s duty to pay COM for services already provided and for contractual obligations incurred prior to notice of termination, e.g., for subcontractors or suppliers, shall survive the termination, unless waived in writing by COM. Similarly, COM’s obligation to provide services or supplies which the COLLEGE has already paid for prior to notice of termination shall survive the early termination unless waived in writing by the COLLEGE.

**C. GENERAL PROVISIONS**

1. **Notice.** All notices, requests, demands, amendments, modifications, bills, or payments under this MOU shall be in writing. Notice shall be sufficient for all such purposes if personally delivered; sent by first class, registered or certified mail, return receipt requested; delivered by courier with receipt of delivery; or sent by facsimile transmission with written confirmation of receipt by recipient. Notice is effective upon personal delivery or confirmed receipt by recipient.

**COM:**
Marin Community College District  
1800 Ignacio Blvd.  
Novato, CA 94949  
(415) 883-2211 Ext. 8108  
Attn: Laurie Loffler  
Project Manager

**COLLEGE:**
Sonoma Junior College District  
1501 Mendocino Avenue  
Santa Rosa, CA 95401  
(707) 522-2807  
Attn: Helen Ramstad,  
Project Manager

**MOU:** CTE Community Collaborative Graphic Design, Multi-Media, Arts & Entertainment, Draft, COM, EMP10/2/2008,
2. **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this MOU, in part or in whole, without the other party’s prior written consent. This MOU is binding on the heirs, successors, and permitted assigns of the parties hereto.

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

4. **Choice of Law and Venue.** This MOU shall be governed by California law, and venue shall be in the County of Marin, California, and no other place.

5. **Severability.** If any provision of this MOU is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the MOU shall remain in full force and effect.

6. **Amendment.** No supplement, amendment, or modification of this MOU shall be binding unless it is in a writing duly authorized and signed by the parties to this MOU.

7. **Provisions Deemed Inserted.** Every provision of law required to be inserted in this MOU shall be deemed to be inserted, and this MOU shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this MOU shall be amended to make the insertion or correction.

8. **Entire Agreement.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this MOU and supersedes all prior written or oral understandings or agreements of the parties.

9. **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

10. **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
11. **Headings.** The headings in this MOU are included for convenience only and shall neither affect the construction or interpretation of any provision in this MOU nor affect any of the rights or obligations of the parties to this MOU.

12. **Execution in Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13. **Authorization.** Each individual executing this MOU, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the entity which he/she represents.

14. **Mutual Indemnification.** Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “Indemnified Party”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Indemnifying Party’s performance or failure to comply with any of its obligations under this MOU, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party.

15. **Dispute Resolution.** The parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. **Joint Representation.** Each party to this MOU has received a full written disclosure and understands that School and College Legal Services of California (“SCLS”) provides legal services to each of the parties. Each party agrees that following such disclosure it consented in writing to joint legal representation by SCLS for the limited purpose of drafting this MOU.

IN WITNESS WHEREOF, the parties agree to the foregoing:

**MARIN COMMUNITY COLLEGE DISTRICT:**

_________________________________________ Date: ___________________________

Dr. Frances L. White, President & Superintendent

**SANTA ROSA JUNIOR COLLEGE DISTRICT:**

_________________________________________ Date: ___________________________

Dr. Robert F. Agrella, President & Superintendent

To: Board of Trustees | Date: October 14, 2008
---|---
From: Superintendent/President | Item & File No. B.11.H.1(a)
Subject: Campus Corner Health Relocation Project (850G)  
DSPS Relocation Project (850L)  
Dance Relocation Project (850N)  
DSA Inspector Services  
Peter R. Hull Construction Consulting
Reason for Board Consideration: ACTION APPROVAL | Enclosure(s): Agreement for PI Services

**BACKGROUND:**

DSA Project Inspection (PI) services are necessary for various swing space projects¹ on the Kentfield Campus. The District recommends that the Board award a new PI agreement for the Campus Corner Health Relocation project, the DSPS Relocation project and the Dance Relocation project to Peter R. Hull Construction Consulting in the amount of $18,000. The template for this contract has been approved by legal counsel (MBD).

**FISCAL IMPACT:**

The Agreement for Project Inspection (PI) Services will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve an Agreement for Project Inspection Services with Peter R. Hull Construction Consulting in the amount of $18,000 for DSA Inspector services for the swing space projects on the Kentfield Campus.

---

¹ Campus Corner Health Relocation Project (850G), DSPS Relocation Project (850L) & Dance Relocation Project (850N)
AGREEMENT FOR PROJECT INSPECTION (PI) SERVICES

This agreement, entered into this 14th day of October 2008 ("Agreement") by and between Peter R. Hull Construction Consulting (hereinafter referred to as "Inspector") and the Marin Community College District, a community college district organized under the laws of the State of California (hereinafter referred to as "District") Agreement.

WHEREAS, the District is undertaking the construction or alteration of a school; and

WHEREAS, the District is in need of a special expert to conduct inspection of the school construction or alteration as required pursuant to Education Code §§81141 and 81143 and Title 24 of the California Code of Regulations; and

WHEREAS, the District does not now have on its staff of classified employees any person qualified as such a special inspector; and

WHEREAS, Government Code §53060 authorizes the District to contract with persons specially trained and experienced and competent to perform special services and advice in such area; and

WHEREAS, Inspector is specially trained and licensed and possesses the requisite skills, experience, education and competency to perform such special inspection services for the District:

NOW THEREFORE, the parties do mutually agree as follows:

1. **Employment of Inspector.** The District hereby engages Inspector, and Inspector agrees to perform the professional inspection services as hereinafter set forth.

2. **Administrator of Agreement.** Swinerton Management & Consulting, Inc. Project Manager ("SMC") shall represent District for purposes of administration of this Agreement.

3. **Scope of Services.** Inspector shall provide to District inspection services in accordance with Title 24 of the California Code of Regulations in connection with construction or alteration of:

   Campus Corner Health Relocation Project (850G)
   Dance Relocation Project (850N)
   DSPS Relocation Project (850L)

**Detailed Project Scope:**

Campus Corner Health Relocation Project (850G) - Relocate and reassemble existing double wide portable classroom and related finish work. Related interior work including electrical, mechanical and plumbing. Sitework to connect all utilities. Accessible parking, striping & signage, and parking wheel stops.

Dance Relocation Project (850N) - Sitework to connect all utilities. Demolition of some existing landscaping. Structural work to construct a concrete pad. Purchase and install metal building onto concrete pad. Construct interior walls and install related finish work. Related interior work including electrical, mechanical and plumbing.

DSPS Relocation Project (850L) - Design build project to prep two existing rooms for 13 total cubicles, and partition walls to create three computer classrooms. Add surface mount data and electrical to one existing room to prep for four full time occupants. Purchase and install of one sub panel, install of two new 48-circuit data cabinets. No penetration into walls with the exception of exit out of electrical and data rooms and entry into rooms. Change out ballasts in existing fixtures and replace burned out bulbs, demo of existing casework, final clean of spaces. Remobilize to run data through panel raceways.

Inspector shall act under the direction of the Architect/Engineer for the project and shall be responsible to District's Governing Board. Inspector shall discharge said duties in a manner satisfactory to the District, the Architect/Engineer and the Division of the State Architect (DSA). The duties of Inspector shall include, but not be limited to, the following:

a. **Continuous Inspection Requirement.** The Inspector must have actual personal knowledge, obtained by his personal and continuous observation of the construction or alteration in all stages of its progress, that the requirements of the plans and specifications are being exactly and completely executed. When work is carried out away from the site, the Inspector shall have that personal knowledge which is obtained from the reporting of others on the testing or inspection of materials and workmanship for compliance with the plans, specifications or applicable
standards. The exercise of reasonable diligence to obtain the facts is required. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

b. Relations with Architect/Engineer. The Inspector shall work under the general direction of the Architect/Engineer. Any inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect/Engineer for its interpretation and instructions. In no case, however, shall the instruction of the Architect/Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications or written change orders.

c. Job File. The Inspector shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect/Engineer for proper action. The Inspector, as a condition of its employment, shall have and maintain on the job at all times, all codes and documents referred to in the plans and specifications. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

d. Inspector's Semi-Monthly Reports. The Inspector shall keep the Architect/Engineer thoroughly informed as to the progress of the work by making semi-monthly reports in writing as required by Title 24 of the California Code of Regulations. Two copies shall be forwarded directly to the Division of the State Architect. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

e. Daily Log. The Inspector shall keep a daily log of activity on the construction project including, but not limited to, the weather, the number and type of tradesmen and laborers present, construction equipment present, specific work performed that day, pertinent problems and questions, and official visitors. Upon completion of the project and acceptance by the District, the Inspector's daily log shall be submitted to the District for its permanent records.

f. Notification to Office of State Architect/Engineer. The Inspector shall notify the Office of State Architect/Engineer: (1) when work is started on the project; (2) at least 48 hours in advance of the time foundation trenches will be complete, ready for footing forms; (3) at least 48 hours in advance of the first pour of concrete; and (4) when work is suspended for a period of more than two weeks.

g. Construction Procedure Records. The Inspector shall keep a record of certain phases of construction procedure including, but not limited to, the following:

1. Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

2. Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

3. Pile driving operations. Penetration under the last 10 blows for each pile when piles are driven for foundations.

4. All required testing as described in the project's contract documents. Inspector will review contract document requirements with SMC Project Manager prior to commencement of work.

All such records of construction procedure shall be kept on the job until the completion of the work. Upon completion of the project and acceptance by the District, these records shall be submitted to the District for its permanent records.

h. Deviations. The Inspector shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to its attention. Copies of such notice shall be forwarded immediately to the Architect/Engineer and to the Division of the State Architect. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

The failure of the Inspector to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete work covered by its contract in accordance with the approved plans and specifications and all laws and regulations.
i. **Verified Progress Reports.** The Inspector shall make and submit to the Division of the State Architect verified progress reports as required by Title 24 of the California Code of Regulations. The Inspector shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

j. **Notices to District.** The Inspector shall submit copies of all reports, notifications, deviations and change orders to the District’s administrator of this Agreement.

4. **Term of Agreement.** The term of this Agreement is from October 14, 2008 until one of the following occurs: (a) the Notice of Completion is filed; (b) the project is terminated or suspended by District prior to completion; or (c) the District terminates this Agreement pursuant to paragraph 11 below, not to exceed five (5) years.

5. **Inspector’s Fee.** District shall pay to Inspector for the performance of all services rendered pursuant to this agreement a Not-to-Exceed total contract price of $18,000, commencing upon October 14, 2008. This sum includes all expenses connected with the services performed. It is Inspector’s responsibility to pay for lodging, travel, and miscellaneous expenses in conjunction with the services performed.

6. **Method of Payment.** Payments shall be made only upon a invoice properly submitted by Inspector accompanied by a statement certifying the extent of performance under this agreement. Inspector’s statement must have the Inspector’s employer identification number. Failure to provide full information will cause delay in payment.

Each payment request shall itemize hours worked each day and shall include the Daily Logs for the pay period.

Each invoice shall be approved by the administrator of this Agreement as designated in paragraph 2 prior to payment. Each claim if so approved and paid shall constitute full and complete compensation to Inspector for the period covered by the claim. It is expressly understood and agreed that in no event shall Inspector be entitled to any compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

7. **Inspector’s Employees and Equipment.** Inspector agrees that it has secured or will secure at its own expense all persons, employees and equipment required to perform under this Agreement. Inspector shall be responsible for all salaries, payments and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement. At no time shall Inspector employ any employee of the District during the course of this contract.

8. **Payment of Prevailing Wages on Public Works Project.** All workers employed are to be paid prevailing wages pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California.

The Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Inspector is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is $1,000 or more, the Inspector agrees to fully comply with and to require their consultant(s) to fully comply with all applicable Prevailing Wage Laws.

9. **Audit and Inspection of Records.** At any time during normal business hours and as often as District may deem necessary, Inspector shall make available to District for examination at reasonable locations within the County of Marin all of Inspector’s data and records with respect to all matters covered by this Agreement, and Inspector will permit the District to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, material, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. **Inspector’s Qualifications.** Inspector shall at all times maintain for itself and its employees proper licensing and qualifications to perform the duties of inspection required to enable it to discharge the duties set forth herein.

11. **Termination.** The District may terminate this Agreement at any time and for any reason in its sole discretion, by giving written notice to Inspector 10 calendar days in advance of the date of termination. In the event of such termination, Inspector shall be paid for services performed hereunder up to and including the date of termination on its submittal of an invoice as required by paragraph 6 above. In the event of such termination, all finished or unfinished documents and materials which Inspector has produced hereunder shall become the sole and exclusive property of the District. Inspector hereby expressly waives any and all claims for damages or compensation arising under the agreement, except as set forth in this paragraph.
Changes. The District may from time to time require changes in the scope of the services of Inspector to be performed hereunder. Such changes, including any increase or decrease in the amount of Inspector’s compensation, shall be effective only when incorporated by written amendments to this Agreement signed by both parties.

Equal Opportunity. Inspector will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical or mental disability, ancestry, sex, sexual orientation, or national origin or any other characteristic protected by law.

Assignment. Inspector shall not assign or transfer any interest in this Agreement without the prior written consent of the District thereto.

Conflict of Interest. Inspector represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitations, Inspector represents to and agrees with District that Inspector has no present, and will have no future conflict of interest between providing District services hereunder and any interest Inspector may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environment or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

Ownership and Confidentiality of Material. Any reports, information, data, statistics, forms, procedures, systems, studies or other communication or form of knowledge given to or prepared or assembled by Inspector under this Agreement shall be the sole and exclusive property of the District, shall not be subject to private use, copyright or patent other than by the District, shall be kept confidential and not made available by Inspector to persons not authorized by this Agreement without District’s prior approval.

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

Commercial General Liability Insurance

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

Business Automobile Liability Insurance

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

Workers’ Compensation Insurance

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

Insurance terms and conditions

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

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

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

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

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

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

Provide Proof of Insurance

**Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

**Send Insurance Certificate and Endorsement to:**

<table>
<thead>
<tr>
<th>Copy by fax to</th>
<th>Mail original to</th>
</tr>
</thead>
</table>
| Marin Community College District  
c/o Swinerton Management & Consulting  
phone: 415-884-3139  
fax: 415-721-7039 | Marin Community College District  
P.O. Box 144003  
Kentfield, CA 94914 |

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

19. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<table>
<thead>
<tr>
<th>Inspector</th>
<th>District</th>
</tr>
</thead>
</table>
| Name: Peter R. Hull | Marin Community College District  
P.O. Box 144003  
Kentfield, CA 94914 |
| Address 369-B Third Street # 249  
San Rafael CA 94901 |  |
20. **Independent Contractor.** It is agreed that the District is interested only in the results obtained hereunder and that Inspector shall perform as an independent contractor with sole control of the manner and means of performing the services required under this agreement and not as an employee of the District.

21. **Instructions to Proceed.** Inspector is not to proceed with performance of any services under this agreement without first securing written authorization from the District to do so.

IN WITNESS WHEREOF, the District and Inspector have executed this agreement effective as of the date written first above.

---

**INSPECTOR**

By: ________________________________

[Signature]

Peter R. Hull

[Printed Name]

**MARIN COMMUNITY COLLEGE DISTRICT**

By: ________________________________

Al Harrison

Vice President College Operations

---

[Title]
### BACKGROUND:

Testing and inspection services are necessary for successful completion of the SMCP Increment No. 1 – Site Development Utilities Project (305C) on the Kentfield Campus. The District's consultant selection process was used to choose the appropriate testing and inspection firm for this project. Testing and inspection firms were chosen from the short list of Board approved consultants for testing and inspection services. Consolidated Engineering Laboratories was selected based on local personnel and testing capabilities. The District recommends that the Board award a new short form professional services agreement for the SMCP Increment No. 1 – Site Development Utilities Project (305C) to **Consolidated Engineering Laboratories** in the amount of **$86,454**. The template for this contract has been approved by legal counsel (MBD).

### FISCAL IMPACT:

The short form professional services Agreement will be paid from Measure C bond funds.

### RECOMMENDATION:

The Superintendent/President recommends that the Board approve an Agreement for Testing and Inspection Services with **Consolidated Engineering Laboratories** in the amount of **$86,454** for testing and inspection services for the SMCP Increment No. 1 – Site Development Utilities Project (305C).
I. SCOPE OF THE SERVICES

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

SMCP Increment No. 1 – Site Development Utilities Project (305)
Provide materials testing and construction inspection services.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $86,454 inclusive of reimbursable expenses to be paid as lump sum with progress payments; with a guaranteed not to exceed price of 86,454.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by October 14, 2008 and complete the Services by June 30, 2009.
IV. TERMS AND CONDITIONS

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

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

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

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

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than $86,454

CONSULTANT

MARIN COMMUNITY COLLEGE DISTRICT

Consolidated Engineering Laboratories Date
Principal

Al Harrison Date
Vice President College Operations

Rev. 1_20050804 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 supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

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

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

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

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

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

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

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated October 14, 2008 between the Marin Community College District (the “District”), and Consolidated Engineering Laboratories (Consultant) providing for professional services.

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

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

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

1.4 Professional Liability Insurance

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

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

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

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

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

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

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

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

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

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

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

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

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

BOARD AGENDA ITEM

To:  
Board of Trustees  

From:  
Superintendent/President  

Date:  
October 14, 2008  

Item & File No. B.11.H.2(a)  

Subject:  
Main Building Complex Project (417A)  
Award Construction Contract  

Reason for Board Consideration:  
Enclosure(s):  

ACTION – AWARD  
None

BACKGROUND
On May 13, 2008 the Board of Trustees approved and authorized bidding for the Main Building Complex Project (417A). Following a formal and competitive bidding process, eight bids were received on September 16, 2008 and the results are as follows:

- Gonsalves & Stronck Construction Co, Inc.  
  $13,288,000
- Di Giorgio Contracting Company, Inc.  
  $13,350,000
- Amtz Builders, Inc.  
  $13,460,342
- JW & Sons, Inc.  
  $13,632,000
- Roebeelen Contracting, Inc.  
  $13,743,000
- Allen Construction, Inc.  
  $13,768,246
- SJ Amoroso Construction Co, Inc.  
  $13,897,000
- Jeff Luchetti Construction, Inc.  
  $14,031,000

The low base bid is 24% below the engineer’s estimate, with a total spread of 5% from high to low bid, with a bid spread of 1.3% between the lowest three bids. The apparent low bidder is determined by base bid only.

Within the five day bid protest period, two bid protests were received. The first was from DiGiorgio Contracting Company (DCC) against Gonsalves & Stronck Construction Company, Inc. (G&S). DCC protested G&S’ bid on three points:
- G&S failed to submit a required form for the PSA, the “Agreement to be Bound;”
- G&S failed to submit a subcontractor signature page; and
- G&S failed to submit separate addenda acknowledgements.

The District, Swinerton Management and Consulting (SMC), and Legal Counsel Miller Brown Dannis (MBD) agree to recommend that G&S’ failure to sign and submit the “Agreement to be bound” is not a waivable irregularity, and on this basis alone, the bid should be rejected and the bid awarded to the second lowest bidder, DCC.

Amtz Builders (AB) in turn protested DCC’s bid on one point:
- DCC failed to provide subcontractor names for six scopes of work listed in the bid form whose bid price exceeds ½ of 1% (the amount required by the Public Contract code to be listed).

SMC requested a response on behalf of the District. DCC’s response stated that the contested scopes of work are included in other bids properly listed in related sections of the bid form. It is not the District’s responsibility to verify or further challenge the validity of the subcontractor bids. In consultation with legal counsel, the District has the right to assess a 10% penalty for any work assigned to an unlisted subcontractor, and the contractor has the right to “self-perform” the work.

In addition, there are eight alternates for this project, three deductive and five additive. The deductive alternates will be declined. The five add alternates, for site infrastructure repair and improvements, will be accepted for a total additional cost of $747,250.

1 This project now includes the Parking Lot-Bioswale & Pathways infrastructure projects (401B & 413A).
Therefore, the District, SMC and Legal Counsel (MBD) agree that DCC’s bid can be accepted. The Board of Trustees therefore, is asked to award a construction contract to the low responsive bidder, DiGiorgio Contracting Company, Inc., in the amount of $14,097,250. The construction Contract will be brought forward to the Board for ratification at the first scheduled meeting following execution of the contract.

**FISCAL IMPACT**
The final construction cost estimate for this (combined) project is $17,636,000. The contract amount to be awarded will be $13,350,000 base bid plus $747,250 for the five additive alternates. The contract will be paid from bond funds budgeted for the Main Building Complex, Parking Lot-Bioswale & Pathways Projects (417A-401B-413A).

**RECOMMENDATION**
The Superintendent/President recommends that the Board award a construction contract for the Main Building Complex Project (417A) to DiGiorgio Contracting Company, Inc., in the amount of $14,097,250.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Administrator Approving Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>V-Anne Chernock</td>
<td>Albert J. Harrison</td>
</tr>
<tr>
<td>Director of Modernization</td>
<td>Vice President, College Operations</td>
</tr>
</tbody>
</table>
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: West Campus Utility Extension Project (407D)
Di Giorgio Contracting Company, Inc. – Change Order 3

Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): Change Order 3

BACKGROUND:

On May 13, 2008 the Board awarded a contract to Di Giorgio Contracting Company, Inc. for the West Campus Utility Extension Project (407D). Change Orders 1 and 2 were previously approved.

Change Order 3 has one PCO that represents additional costs for the installation of a 16 inch water main and new paved emergency access road required by the North Marin Water District (NMWD) and a time extension to execute the work. Although this PCO brings the cumulative value of the contract to 9.6%, beyond the 5% that the Board authorized for District approval, it was necessary to begin work immediately to accommodate the Novato Fire Protection District’s demand for immediate installation of a new water line and fire hydrant. Accordingly, this work was approved by District staff on Friday, September 26, as an emergency approval, and work commenced on Monday, September 28.

Total compensation $65,445
Total time extension 14 days

FISCAL IMPACT:

This change order will be paid from Measure C bond funds. The total amount of the contract to date is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$874,000</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 1</td>
<td>$18,360</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$0</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 3</td>
<td>$65,445</td>
<td></td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$957,805</strong></td>
<td></td>
</tr>
</tbody>
</table>

The cumulative value of all change orders to date is 9.6% of the original contract amount.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 3 for Di Giorgio Contracting Company, Inc. in the amount of $65,445 for the West Campus Utility Extension Project (407D).
To:
You are directed to make the following changes in this Contract:

Item Number Description
1. Labor, materials and equipment associated with the installation of new 16" water mains from the edge of parking lot #4 and fire road adjacent to playing field at western end of campus. The work includes excavation, shoring & backfill activities associated with installation of new 16" water line, relocation of 4" irrigation line, relocation of fire department connection (FDC), paq indicator valve (PIV), and associated underground vault. The proposal reflects all credits due for work under the original contract. The work of this change reflects an unknown request by North Marin Water District (NMWD) to replace the water main in the project area within NMWD's right-of-way for future expansion of the 16" water main system loop serving Novato.

Cost: $65,444.52
Time: 14 days

End of Items

SUBTOTAL: $65,444.52

Owner's Unspecified Allowance:
Less previous authorizations against Allowance:
Amount authorized to be paid from the Allowance by this Change Order:
Amount required to be added to Contract Amount (in case Allowance is exhausted):

TOTAL: $65,444.52

NOTE: Unless otherwise noted as the specific item description above, the costs detailed in this Change Order represent the total cost of the work; complete supply and installation of materials and equipment. Contractor's fees, profits, and overhead, administration, general conditions, all other indirect costs, and associated additional bond and insurance premiums.

---

AGREEMENT

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

Original Contract Price: $874,000.00
Net Change By Previously Authorized Change Order: $18,357.72
Contract Price Prior To This Change Order: $892,357.72
Contract Price Will Be: Increased: $65,444.52
Decreased: By this Change Order: Unchanged:
New Contract Price Including This Change Order: $957,802.24

TIME ADJUSTMENT

Contract Time Will Be: Increased: 14
Decreased: By this Change Order: Unchanged:
Date of Substantial Completion As Of The Date Of This Change Order: 11/14/2008

---

AGREED BY CONTRACTOR

By: Di Giorgio Contracting Co., Inc.

Date:

APPROVED BY ARCHITECT/ENGINEER

By: CSSW-Stubor-Streich

Date:

---

ISSUED BY PROJECT MANAGER

Swinerton Management & Consulting

By: Debra Roche-Matlab, Project Manager

Date:

RECOMMENDED BY PROGRAM MANAGER

Marin Community College District

By: Leigh Sasa, Program Manager

Date:

---

APPROVED BY OWNER

Marin Community College District

By: T-Anne Chernick, Director of Modernization

Date:

AUTHORIZED BY OWNER

Marin Community College District

Authorized By: Albert J. Harrison II

Date: VP College Operations

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

On March 11, 2008 the Board awarded a contract to Dick Emard Electric, Inc. (dba Emard Engineering) for the 12KV Utility Extension Project (407C). Change Orders 1 and 2 were previously approved.

Change Order 3 consists of two (2) (credit) Potential Change Orders (PCOs) in the amount of ($13,000), with no time extension. Neither PCO exceeds the Board approved cumulative threshold for advance notification. The work was attributable to a design clarification.

<table>
<thead>
<tr>
<th>Total compensation</th>
<th>(-$13,000) credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time extension</td>
<td>None</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:**

This change order will be paid from Measure C bond funds. The total amount of the contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$ 353,000</th>
<th>Previously approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order 1</td>
<td>$ 20,293</td>
<td>Previously approved</td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$ 2,002</td>
<td>Previously approved</td>
</tr>
<tr>
<td>Change Order 3</td>
<td>($13,000)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td>$362,295</td>
<td></td>
</tr>
</tbody>
</table>

The cumulative value of all change orders to date is approximately 2.6% of the original contract value.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve (credit) Change Order 3 for Dick Emard Electric, Inc. dba Emard Engineering in the amount of (-$13,000) for the 12KV Utility Extension Project (407C).
To:

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Cost</th>
<th>Time: zero days</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCO # 9</td>
<td><strong>Fee for Contract allowance #1</strong>: Supply and installation of Fire Gate at intersection of Fire Road and Perimeter Road. The District did not use this allowance so the fire gate is required to remain in place until the mobilization of the Transportation Technology project 5482A.</td>
<td>$-8,000.00</td>
<td></td>
</tr>
<tr>
<td>PCO # 10</td>
<td><strong>Fee for Contract allowance #2</strong>: Removal and replacement of the existing telecom pull box at Puma 6 and all associated patch &amp; repair and re-painting (concrete included) work required adjacent to the new installation. The District did not use this allowance because this work will be included in the future project scope for fibre and telecom work associated with the Main Building Complex (5417A) and Transportation Technology Complex (5482A).</td>
<td>$-5,000.00</td>
<td></td>
</tr>
</tbody>
</table>

End of Items

**SUBTOTAL:** ($13,000.00)

Owner's Unspecified Allowance: $0.00
Less previous authorizations against Allowance: $0.00
Amount authorized to be paid from the Allowance by this Change Order: $0.00
Remaining Owner's Unspecified Allowance: $0.00
Amount required to be added to Contract Amount (in case Allowance is exhausted): $0.00

**TOTAL:** ($13,000.00)

**NOTE:** Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work, complete supply and installation of materials and equipment; Contractor's fees, profit, and overhead, administration, general conditions, all other indirect costs, and associated additional bond and insurance premiums.

---

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>CONTRACT VALUE ADJUSTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>When this Change Order is signed by all parties, it constitutes their agreement:</td>
<td>$535,000.00</td>
</tr>
</tbody>
</table>

A. That the Contract Price / Time is adjusted as shown and that no further adjustment by means of the change(s) provided herein shall be made, and

B. That all the Terms and Conditions of the Contract, except as modified by this and any previous changes, shall remain in full force and effect and apply to the work as changed.

**TIME ADJUSTMENT**

| Date of Substantial Completion As Of The Date Of This Change Order: | 9/12/2008 |

---

**AGREED BY CONTRACTOR**

**APPROVED BY ARCHITECT/ENGINEER**

**ISSUED BY PROJECT MANAGER**

**RECOMMENDED BY PROGRAM MANAGER**

**APPROVED BY OWNER**

**AUTHORIZED BY OWNER**

---

**Distribution**

- Owner
- Consultant
- Construction Manager
- Contractor
- C. O. File
- Other
To: Board of Trustees
From: Superintendent/President
Subject: DSPS Relocation Project (850L) Hannibal’s Inc. Electrical Construction – Change Order 1
Reason for Board Consideration: ACTION APPROVAL

BACKGROUND:

On August 26, 2008 the Board awarded a contract to Hannibal’s Inc. Electrical Construction for the DSPS Relocation Project (850L).

Change Order 1 consists of one (1) Potential Change Order (PCO) in the amount of $1,495, with a 61 day time extension. This PCO does not exceed the Board approved threshold for advance notification. The work was attributable to an owner requested addition (electrical work to wire new automatic door). The sixty-one (61) day no cost time extension includes the lead time necessary to purchase the automatic door.

<table>
<thead>
<tr>
<th>Total compensation</th>
<th>$1,495</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time extension</td>
<td>61 days (no cost)</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

This change order will be paid from Measure C bond funds. The total amount of the contract to date is as follows:

| Original Contract Amount | $40,692 |
| Change Order 1           | $1,495  |
| Total Contract Amount    | $42,187 |

The value of this change order to date is less than 4% of the original contract value.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 1 for Hannibal’s Inc. Electrical Construction in the amount of $1,495 for the DSPS Relocation Project (850L).
PROJECT: DSPT Relocation
PROJECT No: 850L
CONTRACTOR: Hamballs Inc. Electrical Construction
OWNER: Marin Community College District
ARCHITECT: N/A

EFFECTIVE ONLY WHEN SIGNED BY OWNER

C.O. : 1
Date: October 14, 2008

To:

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.C.O. #1</td>
<td>Electrical work to wire new automatic door and door operator at main entrance of Learning Resource Center Room 136, future DSPT space. 61 day extension of time is due to lead time of the door.</td>
<td>$1,495.00</td>
</tr>
</tbody>
</table>

End of Items

Owner's Unspecified Allowance: $0.00
Less previous authorizations against Allowance: $0.00
Amount authorized to be paid from the Allowance by this Change Order: $0.00
Remaining Owner’s Unspecified Allowance: $0.00
Amount required to be added to Contract Amount (in case Allowance is exhausted): $0.00

TOTAL: $1,495.00

NOTE: Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work, complete supply and installation of materials and equipment. Contractor’s fees, profit, and overhead, administration, general conditions, all other indirect costs, and associated additional bond and insurance premiums.

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>CONTRACT VALUE ADJUSTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>When this Change Order is signed by all parties, it constitutes their agreement:</td>
<td></td>
</tr>
<tr>
<td>A. That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made; and</td>
<td></td>
</tr>
<tr>
<td>B. That all the Terms and Conditions of the Contract, except as modified by this and any previous changes, shall remain in full force and effect and apply to the work as changed.</td>
<td></td>
</tr>
<tr>
<td>Original Contract Price: $0,092.00</td>
<td>Net Change By Previously Authorized Change Order: $0.00</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order: $0,092.00</td>
<td>Contract Price Will Be:</td>
</tr>
<tr>
<td></td>
<td>Increased:</td>
</tr>
<tr>
<td></td>
<td>Decreased: By this Change Order:</td>
</tr>
<tr>
<td>New Contract Price Including This Change Order: $2,187.00</td>
<td>TIME ADJUSTMENT</td>
</tr>
<tr>
<td></td>
<td>Contract Time Will Be:</td>
</tr>
<tr>
<td></td>
<td>Increased: 61 days</td>
</tr>
<tr>
<td></td>
<td>Decreased: By this Change Order:</td>
</tr>
<tr>
<td></td>
<td>Unchanged:</td>
</tr>
<tr>
<td>Date of Substantial Completion As Of The Date Of This Change Order: 12/31/2008</td>
<td></td>
</tr>
</tbody>
</table>

AGREED BY CONTRACTOR
Contractor name: Hamballs Inc. Electrical Construction
By: ____________________________________________
Date: ____________________________

ISSUED BY PROJECT MANAGER
Swinerton Management & Consulting
By: Summer Byron, Assistant Project Manager
Date: ____________________________

RECOMMENDED BY PROGRAM MANAGER
Marin Community College District
By: Leigh Sato, Program Manager
Date: ____________________________

APPROVED BY OWNER
Marin Community College District
By: T-June Chernock, Director of Modernization
Date: ____________________________

AUTHORIZED BY OWNER
Marin Community College District
By: Albert J. Harrison II
1P College Operations
Date: ____________________________

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

On March 4, 2008 the Board awarded a contract to Alten Construction for the Diamond PE Center Alterations Project (308B). Change Orders 1 through 4 were previously approved.

Change Order 5 consists of three (3) Potential Change Orders (PCOs) in the aggregate amount of $47,333, with no time extension.¹ None of the individual PCOs exceeds the Board approved threshold for advance notification. The work was attributable to unforeseen conditions or design clarifications, both of which are common in modernization work.

<table>
<thead>
<tr>
<th>Total compensation</th>
<th>$47,333</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time extension</td>
<td>None</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

This change order will be paid from Measure C bond funds. The total amount of the contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$10,552,807</th>
<th>Previously approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order 1</td>
<td>$ 17,454</td>
<td>Previously approved</td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$ 26,061</td>
<td>Previously approved</td>
</tr>
<tr>
<td>Change Order 3</td>
<td>&lt; $ 5,390 &gt;</td>
<td>Previously approved</td>
</tr>
<tr>
<td>Change Order 4</td>
<td>$ 39,567</td>
<td>Previously approved</td>
</tr>
<tr>
<td>Change Order 5</td>
<td>$ 47,333</td>
<td></td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$10,677,832</td>
<td></td>
</tr>
</tbody>
</table>

The cumulative value of all change orders to date is less than 2% of the original contract value.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 5 for Alten Construction in the amount of $47,333 for the Diamond PE Center Alterations Project (308B).

1 The three “unforeseen condition” PCOs averaged $15,777 each.
# CONTRACT CHANGE ORDER

**PROJECT:** Diamond PE Center Alterations  
**PROJECT No.:** 3083  
**CONTRACTOR:** Allen Construction  
**OWNER:** Marin Community College District  
**ARCHITECT:** Kwan Henmi Architecture/Planning  

<table>
<thead>
<tr>
<th>PCO #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>018</td>
<td>Electrical and technology clarifications per Bulletin 4. Reason: Unforeseen condition</td>
<td>$9,669</td>
</tr>
<tr>
<td>036</td>
<td>Modify existing copper downspouts at base of gym columns per Bulletin 13. Reason: Unforeseen condition</td>
<td>$21,731</td>
</tr>
<tr>
<td>045</td>
<td>Furnish and install roof drains at gym high roof per Bulletin 32.1; includes framing. Reason: Unforeseen condition.</td>
<td>$15,933</td>
</tr>
</tbody>
</table>

**END OF ITEMS**  
**SUBTOTAL:** $47,333  
**TOTAL:** $47,333

**NOTE:** Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work, complete supply and installation of materials and equipment, Contractor's fees, profit, and overhead, administration, general conditions, all other indirect costs, and associated additional bond and insurance premiums.

## AGREEMENT VS. CONTRACT VALUE ADJUSTMENT

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Contract Value Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>When this Change Order is signed by all parties, it constitutes their agreement:</td>
<td></td>
</tr>
<tr>
<td>Original Contract Price:</td>
<td>$10,552,807</td>
</tr>
<tr>
<td>Net Change By Previously Authorized Change Order:</td>
<td>$77,692</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order:</td>
<td>$10,630,499</td>
</tr>
<tr>
<td><strong>A.</strong> That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made; and</td>
<td></td>
</tr>
<tr>
<td>Contract Price Will Be:</td>
<td></td>
</tr>
<tr>
<td>Increased:</td>
<td>$47,333</td>
</tr>
<tr>
<td>Decreased:</td>
<td></td>
</tr>
<tr>
<td>Unchanged:</td>
<td></td>
</tr>
<tr>
<td>New Contract Price Including This Change Order:</td>
<td>$10,677,832</td>
</tr>
<tr>
<td><strong>TIME ADJUSTMENT</strong></td>
<td></td>
</tr>
<tr>
<td>Contract Time Will Be:</td>
<td></td>
</tr>
<tr>
<td>Increased:</td>
<td></td>
</tr>
<tr>
<td>Decreased:</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>Unchanged:</td>
<td></td>
</tr>
<tr>
<td>Date Of Substantial Completion As Of The Date Of This Change Order:</td>
<td>5/13/2009</td>
</tr>
</tbody>
</table>

## AGREED BY CONTRACTOR

<table>
<thead>
<tr>
<th>Allen Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

## APPROVED BY ARCHITECT/ENGINEER

<table>
<thead>
<tr>
<th>Kwan Henmi Architecture/Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

## ISSUED BY PROJECT MANAGER

<table>
<thead>
<tr>
<th>Swinerton Management &amp; Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Christine Tsy, Project Manager</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

## RECOMMENDED BY PROGRAM MANAGER

<table>
<thead>
<tr>
<th>Swinerton Management &amp; Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Leigh Sato, Program Manager</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

## APPROVED BY OWNER

<table>
<thead>
<tr>
<th>Marin Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: V-Jane Chernock, Director of Modernization</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

## AUTHORIZED BY OWNER

<table>
<thead>
<tr>
<th>Marin Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Albert J. Harrison II, VP of College Operations</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**Distribution:**  
- Owner  
- Consultant  
- Construction Manager  
- Contractor  
- C.O. File  
- Other
BOARD AGENDA ITEM

To:    Board of Trustees                      Date:   October 14, 2008
From:  Superintendent/President              Item & File No. B.11.1

Subject: Agreement with Marin General Hospital for Phlebotomy Student Experience

Reason for Board Consideration:            Enclosure(s):

APPROVAL                                Agreement

BACKGROUND:

The College currently has agreements with hospitals to provide clinical training experience for the College's phlebotomy students. The College wishes to renew its agreement with Marin General Hospital for practical experience for those students.

The attached agreement was reviewed by School and College Legal Services and insurance language is appropriate.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize District staff to enter into agreement with Marin General Hospital to continue to provide practical experience for the College’s Phlebotomy students.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
EMERGENCY MEDICAL HOSPITAL EXPERIENCE AGREEMENT

This Agreement is between Marin General Hospital, a California not-for-profit corporation (hereafter "HOSPITAL") located in Greenbrae, California, and Marin Community College District (hereafter "COLLEGE") located at Kentfield, California, and is effective as of November 1, 2008.

RECITALS

A. HOSPITAL owns and operates a general acute care hospital as well as various outpatient facilities (collectively referred to as “Facilities”).

B. COLLEGE is an accredited California community college district located in Marin County, California. COLLEGE desires its students to obtain practical experience at HOSPITAL’s Facilities through participation in a hospital program for COLLEGE’s Phlebotomy students (“Program”).

C. It is to the mutual benefit of the parties to this Agreement that the students of COLLEGE use the Facilities for their hospital-based experience. Hospital based experience refers to both clinical and non-clinical experiences.

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

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

2. COLLEGE’S RESPONSIBILITIES

   A. Student Profiles. COLLEGE shall complete and send to HOSPITAL a profile for each student enrolled in the Program, which shall include the student’s name, address, and telephone number prior to the beginning of the planned hospital experience. HOSPITAL shall regard this information as confidential, and shall use it only as a source of identification for the students.

   B. Schedule of Assignments. COLLEGE shall notify the HOSPITAL of its planned schedule of student assignments, including the name of the student, level of preparation, and length and dates of any prior hospital experience.

   C. Program Coordinator. COLLEGE shall designate a representative to coordinate with a designee of HOSPITAL in the planning of the Program.
D. **Records.** *COLLEGE* shall maintain all student, health and academic records of the students.

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

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

G. **Student Responsibilities.** *COLLEGE* shall notify the student that they are responsible for:

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

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

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

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

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

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

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

8) Assisting and providing services to the *HOSPITAL*’s patients under the direct supervision of an authorized *HOSPITAL* Staff.

9) Notifying *HOSPITAL* immediately of any violation of federal or State laws at the *HOSPITAL*.
H. **Payroll Taxes and Withholdings.** To the extent required by applicable law COLLEGE shall be responsible for any payroll taxes, withholdings, workers' compensation, insurance and benefits for COLLEGE employees and COLLEGE shall defend, indemnify, and hold HOSPITAL harmless for the same.

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

3. **HOSPITAL'S RESPONSIBILITIES**

A. **Experience.** HOSPITAL shall accept from COLLEGE the mutually agreed upon number of students enrolled in the Program, and shall provide these students with supervised and appropriate hospital experience that meets the clinical setting training requirements as specified in Title17 CCR section 1035.1, and other requirements agreed upon in writing by the parties.

B. **HOSPITAL Responsibility.** HOSPITAL shall retain ultimate responsibility for patient care and services and supervise all instruction and clinical/non-clinical experiences of students at the Facilities. HOSPITAL shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.

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

D. **HOSPITAL Designee.** HOSPITAL shall designate a member of HOSPITAL's staff to participate with the designee of COLLEGE in planning, implementing and coordinating the training Program.

E. **Records and Evaluations.** HOSPITAL shall maintain complete records and reports on each student's performance, and shall provide an evaluation to the COLLEGE upon request by the COLLEGE.

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

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

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

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

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

4. NON-DISCRIMINATION

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

5. STATUS OF STUDENT

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

6. INDEMNIFICATION

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

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

7. INSURANCE

A. The COLLEGE shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability for faculty and students and general liability insurance coverage, naming HOSPITAL as additional insured with respect to this agreement.

B. Coverage under such insurance shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.

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

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

E. The HOSPITAL shall procure and maintain in force during the term of this agreement, at its sole cost and expense, professional liability for its employees and general liability insurance coverage, naming COLLEGE as additional insured with respect to this agreement.

F. The HOSPITAL shall maintain liability limits for each type of coverage shall be not less than one million for each occurrence and three million aggregate.

G. The HOSPITAL shall also maintain and provide evidence of workers’ compensation insurance as required by law.

H. The HOSPITAL shall provide college with a certificate of insurance and endorsement evidencing the insurance coverage required under this section and providing for not less
than thirty days written notice to the COLLEGE of the cancellation of such insurance. The HOSPITAL shall promptly notify the COLLEGE of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

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

B. Renewal. This Agreement may be renewed for subsequent three (3) year term, by mutual written agreement of the parties at least thirty (30) days prior to expiration of the term specified in 8.A., above.

C. Termination.

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

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

9. GENERAL PROVISIONS

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

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

C. Arbitration. The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree upon a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the Judicial Arbitration and Mediation Service (JAMS) or such other organization as the parties mutually agree. The arbitration shall take place in the county where HOSPITAL is located.
D. Attorney’s Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney’s fees, in addition to such other relief as the court or arbitrator may deem appropriate.

E. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Any photocopy of this executed Agreement may be used as if it were the original.

G. Entire Agreement. This Agreement (including the recitals, which are hereby incorporated herein by this reference) is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

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

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

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

1. Notice to the HOSPITAL:
   Education Manager, Roganne Sutsos
   Marin General Hospital and Sutter Marin dba Novato Community Hospital
   4000 Civic Center Drive, Suite 170
   San Rafael, CA 94903

2. Notice to the COLLEGE
   Al Harrison
   Vice President, College Operations
   Marin Community College District
   835 College Avenue
   Kentfield, CA 94904
K. **Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

L. **Severability.** If any portion of this Agreement is determined to be invalid, illegal or unenforceable under applicable law by a court of competent jurisdiction, that portion shall be severed and the remainder of this Agreement shall continue in full force and effect.

M. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

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

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

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

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

10. EXECUTION

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

MARIN GENERAL HOSPITAL

By: ________________________________
Title: ______________________________
Date: ______________________________

MARIN COMMUNITY COLLEGE DISTRICT

By: ________________________________
Title: ______________________________
Date: ______________________________
BACKGROUND:

This Memorandum of Understanding (MOU) is submitted to the Board for review. This Memorandum of Understanding has been reviewed and approved by School and College Legal Services, the District’s Legal Counsel.

This MOU is by and between the State of California, Department of Water resources, the North Marin Water District and the Marin Community College District to install a CIMIS (California Irrigation Management Information System) station at the Marin Community College District at the Indian Valley Campus.

It is anticipated that through this collaboration, the College of Marin will benefit significantly from the participation of the State Water Board and the North Marin Water District in providing state-of-the-art technology for College of Marin students and the community to gain the skills and knowledge to manage water resources responsibly.

This CIMIS Station, to be located between the Ohlone and Miwok Clusters on the green of the Indian Valley Campus, will further the objective of the WamTEC (Water Management Technology Education Center) to advance the skills and knowledge of students, professionals and residents of the region in responsible water management practices.

The California Irrigation Management Information System (CIMIS) is a program of the Office of Water Use Efficiency (OWUE), California Department of Water Resources (DWR) that manages a network of over 120 automated weather stations in the state of California. CIMIS was developed in 1982 by DWR and the University of California, Davis to assist irrigators in managing their water resources efficiently. Efficient use of water resources benefits Californians by saving water, energy, and money.

CIMIS weather stations collect weather data on a minute-by-minute basis, calculate hourly and daily values and store them in the dataloggers. A computer at the DWR headquarters in Sacramento calls every station starting at midnight Pacific Standard Time (PST) and retrieves each day's data.
RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees review the Memorandum of Understanding by and between the State of California Department of Water Resources, the North Marin Water District and the Marin Community College District.

Administrator Initiating Item: Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
PERMIT TO USE LAND FOR CIMIS NON-Ideal SITE WEATHER STATION (Land Use Agreement)

This agreement is made on this 11th day of November, 2008, by and between the State of California, Department of Water Resources, the North Marin Water District and the Marin Community College District. Permission is hereby granted by Marin Community College District, herein called "LANDOWNER", to the State of California, Department of Water Resources, herein called "STATE", the North Marin Water District, herein called "COOPERATOR", and their agents and contractors, to enter upon and use a portion of Landowner's property without charge, herein called "SITE", in the County of Marin, as outlined on the attached map for California Irrigation Management Information System (CIMIS) facilities, appurtenances, and incidents. This Permit includes permission for STATE and COOPERATOR to pass over other portions of Landowner's property not specified herein as may be necessary for entrance to and exit from SITE, and subject to the following conditions:

1. STATE and COOPERATOR will use the SITE for the installation, maintenance, and operation of a computerized weather station to collect weather information necessary under local conditions. This activity is an essential part of CIMIS, which is a program of the Department of Water Resources to provide irrigation management information to California growers and irrigation water managers. LANDOWNER hereby grants STATE and COOPERATOR a revocable, non-exclusive right, during the time that their agreement is in effect and a reasonable period thereafter for removal of the weather station, to enter upon and use the real property around SITE as necessary for access, installation, removal, operation or maintenance of the weather station, or to perform any other action contemplated by this Agreement. This provision gives STATE and COOPERATOR a license only, and is not intended to grant real property interest in SITE or its vicinity.

2. SITE will be a well-maintained area with an approximate size of ten feet by ten feet. COOPERATOR will maintain this land use configuration for the duration of the investigation. SITE must be exposed to unrestricted wind and sun.

3. LANDOWNER will, at no cost to STATE or COOPERATOR, provide water for irrigation of SITE. If equipment necessary for irrigation of the SITE is not provided by LANDOWNER, COOPERATOR shall provide and install suitable equipment at their own expense. The irrigation system shall not impact the weather station in any way.

4. The LANDOWNER will be responsible for the installation of a fence around the weather station if fencing is required. Fenced enclosure shall be a minimum of ten feet by ten feet.

5. The COOPERATOR will be responsible for the maintenance of the SITE, which will include mowing and trimming of vegetation, if necessary, under the weather station.

6. COOPERATOR will provide all equipment necessary for a complete non-ideal site weather station. All equipment will meet STATE's specifications for CIMIS weather station equipment. The programming of the data logger will be identical or formatted to meet the specifications used in the CIMIS weather station network. Any exception to the programming must be approved by STATE.
7. COOPERATOR will be responsible for the maintenance and repair of the weather station and will maintain the weather station using STATE maintenance procedures. STATE will train at least one COOPERATOR personnel on weather station maintenance procedures. COOPERATOR must use an aspirated psychrometer in their maintenance program. STATE will help troubleshoot problems with the weather station. COOPERATOR will be responsible for the repair or replacement of all weather station equipment and sensors. STATE will perform normal maintenance visits a minimum of twice each year at random for quality control.

8. STATE may decide in the future to cease operation of certain sensors in the weather station and/or begin using new and different sensors. If a different sensor is deemed necessary by STATE, the COOPERATOR will obtain the new sensor within six (6) months of notification by STATE. The sensor will be installed by STATE.

9. COOPERATOR will be responsible for the installation and monthly service charges for telephone service to the weather station.

10. The data will be analyzed, checked, and flagged by a quality control program. ETo will be calculated and all data (hourly and daily) will be stored in the computer’s database. All data will be public information.

11. STATE will be responsible for the installation of the weather station for operation. STATE will also be responsible for initial calibration of the weather station, and for annual calibrations, if necessary.

12. LANDOWNER will provide STATE and COOPERATOR with any keys necessary, or allow STATE to place a STATE lock in a chain configuration with existing locks, in order to gain vehicle access to SITE. STATE and COOPERATOR personnel accessing the SITE for the purposes of this agreement shall close all gates behind them while visiting the SITE, as necessary to prevent access by unauthorized persons.

13. The STATE, COOPERATOR, or LANDOWNER may terminate this permit, by that party giving thirty (30) days prior written notice to the other party. Within a reasonable amount of time after termination, COOPERATOR shall remove any and all facilities, appurtenances, and incidents and return the SITE to its original condition.

14. All costs incurred by STATE for installation, training, troubleshooting, and operation, and any labor costs incurred by STATE for repair or maintenance of equipment at the SITE pursuant to this be without cost or charge to COOPERATOR or LANDOWNER.

15. STATE and COOPERATOR will exercise reasonable precautions to avoid damage to people or property.

   LANDOWNER shall indemnify and hold STATE and COOPERATOR and their agencies, respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LANDOWNER, its officers, agents, or employees.

   STATE shall indemnify and hold LANDOWNER and COOPERATOR and their agencies, respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of STATE, its officers, agents, or employees.
COOPERATOR shall indemnify and hold LANDOWNER and STATE and their agencies, respective employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

Witness whereof, the parties have entered into this Agreement on the date first hereinabove written.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
Approval Recommended by:

______________________________
CIMIS Program Chief

______________________________
Chris DeGabriel
General Manager
North Marin Water District
999 Rush Creek Place, Novato, CA 94948
(415) 899-9237

(COOPERATING AGENCY)

COLLEGE OF MARIN

______________________________
College of Marin
Carole Hayashino, President, Board of Trustees
835 College Avenue
Kentfield, CA 94904
(415) 457-8811

For Inquires:
Kent Frame
Senior Land & Water Use Scientist Chief, CIMIS Program
901 P Street
P.O. Box 942836
Sacramento, CA 9423p 916-651-7030 Office
916-717-9622 Cellular 916-375-6022 Bryte Lab
<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>October 14, 2008</td>
</tr>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.13.A</td>
</tr>
<tr>
<td>Subject:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contracts and Agreement for Services Report—September 2008</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td>INFORMATION</td>
<td></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>P0203739</td>
<td>Intelecom</td>
<td>Learning Resources Center</td>
<td>$3,600.00</td>
</tr>
<tr>
<td></td>
<td>Internet database services for the Library.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203748</td>
<td>HR Manager</td>
<td>Human Resources</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Consulting services for People Admin, applicant tracking system implementation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203755</td>
<td>Lefler Engineering, Inc</td>
<td>Maintenance</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Mechanical Engineering services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203757</td>
<td>Town of San Anselmo</td>
<td>Police</td>
<td>$23,469.93</td>
</tr>
<tr>
<td></td>
<td>Police dispatch services for the College, July 1, 2008- June 30, 2009.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203769</td>
<td>WK McLellan Co</td>
<td>Maintenance</td>
<td>$4,999.99</td>
</tr>
<tr>
<td></td>
<td>Paving repair services for the IVC Child Care Yard, safety issues for the children.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203801</td>
<td>Perfect Timing, Inc</td>
<td>Learning Resources</td>
<td>$1,359.38</td>
</tr>
<tr>
<td></td>
<td>Temporary service for the Library Information Technology person.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203802</td>
<td>WK McLellan Co</td>
<td>Maintenance</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Sidewalk repair services for Lot #7 on Kent Avenue, safety issues.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203805</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$7,520.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for UPM impasse and arbitration for August 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203806</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for CSEA and SEIU impasse and arbitration for August 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203811</td>
<td>Pitney Bowes Postage By Phone</td>
<td>Logistics</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>Postal mailing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203812</td>
<td>Cherri Pratt</td>
<td>Logistics</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Newspaper research services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203819</td>
<td>Sensible Environmental Solutions, Inc</td>
<td>Maintenance</td>
<td>$1,320.00</td>
</tr>
<tr>
<td></td>
<td>Inspection services for moisture in Harlan Center, room 160.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203821</td>
<td>Perfect Timing, Inc</td>
<td>Articulation</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for curriculum and articulation technician position.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203822</td>
<td>Caldwell Communications</td>
<td>Communications</td>
<td>$3,500.00</td>
</tr>
<tr>
<td></td>
<td>Training services for Incopy software, used in college schedule design.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------------------------------------</td>
<td>----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>P0203831</td>
<td>Bay View Security</td>
<td>Maintenance</td>
<td>$1,434.00</td>
</tr>
<tr>
<td></td>
<td>Installation services for security system</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>in the Transportation Tech Building, number 24</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>at the IVC Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203857</td>
<td>Cook Paging</td>
<td>Maintenance</td>
<td>$1,123.68</td>
</tr>
<tr>
<td></td>
<td>Maintenance pager services for staff pagers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203874</td>
<td>Education To Go</td>
<td>Maintenance</td>
<td>$1,375.00</td>
</tr>
<tr>
<td></td>
<td>Online classes for August 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203899</td>
<td>Marin Airporter Charter &amp; Tours</td>
<td>Matriculation</td>
<td>$1,575.00</td>
</tr>
<tr>
<td></td>
<td>Bus services for matriculation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203912</td>
<td>Sheraton San Diego Hotel and Marina</td>
<td>Police</td>
<td>$1,290.00</td>
</tr>
<tr>
<td></td>
<td>Room rental services for five nights</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for the International Association Of Chiefs of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203946</td>
<td>Perfect Timing, Inc</td>
<td>Learning Resources</td>
<td>$2,446.88</td>
</tr>
<tr>
<td></td>
<td>Temporary service for the Library Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technology person.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203951</td>
<td>Hertz Equipment Rental</td>
<td>Transfer Center</td>
<td>$1,272.59</td>
</tr>
<tr>
<td></td>
<td>Equipment and delivery services of various</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>equipment for Transfer Center Day, 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203952</td>
<td>Comforts</td>
<td>Transfer Center</td>
<td>$1,086.44</td>
</tr>
<tr>
<td></td>
<td>Breakfast, lunch and delivery services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for Transfer Center Day, 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203955</td>
<td>Largent &amp; Associates</td>
<td>Human Resources</td>
<td>$8,996.00</td>
</tr>
<tr>
<td></td>
<td>Investigation services for joint student</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>complaint.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203973</td>
<td>Perfect Timing, Inc</td>
<td>Learning Resources</td>
<td>$1,359.38</td>
</tr>
<tr>
<td></td>
<td>Temporary service for the Library Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technology person.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203981</td>
<td>Weatherproofing Technologies, Inc</td>
<td>Maintenance</td>
<td>$2,620.00</td>
</tr>
<tr>
<td></td>
<td>Roof repairing services for damage caused by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204003</td>
<td>Weatherproofing Technologies, Inc</td>
<td>Maintenance</td>
<td>$3,850.00</td>
</tr>
<tr>
<td></td>
<td>Roof repairing services for gardener shop</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204007</td>
<td>Weatherproofing Technologies, Inc</td>
<td>Maintenance</td>
<td>$8,680.00</td>
</tr>
<tr>
<td></td>
<td>Roof repairing services for baseball dugouts,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>center field and third base side at Kentfield</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204011</td>
<td>Sacramento Association Of Collegiate Officials</td>
<td>Physical Education</td>
<td>$2,310.00</td>
</tr>
<tr>
<td></td>
<td>Officiating services for 9 Men’s Basketball</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>games and 9 Women’s Basketball games.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Contracts and Agreement for Services**  
**OVER $1,000.00**  
**MONTHLY REVIEW SEPTEMBER 2008**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0204016</td>
<td>Dollar Thrifty Automotive Group, Inc</td>
<td>Physical Education</td>
<td>$ 8,648.86</td>
</tr>
<tr>
<td></td>
<td>Van rental services for 60 quantities, 12 passenger vans rentals for the Men’s Basketball games.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204017</td>
<td>Dollar Thrifty Automotive Group, Inc</td>
<td>Physical Education</td>
<td>$ 3,891.99</td>
</tr>
<tr>
<td></td>
<td>Van rental services for 27 quantities, 12 passenger vans rentals for the Women’s Basketball games.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204024</td>
<td>WR Forde Construction</td>
<td>Maintenance</td>
<td>$ 4,999.00</td>
</tr>
<tr>
<td></td>
<td>Emergency irrigation main line repair services for the Kentfield Campus near the Corte Madera Creek Bridge.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0203743</td>
<td>Ikon Office Solutions</td>
<td>Matriculation</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service agreement for Matriculation copier.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203761</td>
<td>Nature of Interpreting</td>
<td>DSPS</td>
<td>$18,000.00</td>
</tr>
<tr>
<td></td>
<td>Interpreting services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203790</td>
<td>Alldata</td>
<td>Career Education</td>
<td>$ 1,050.56</td>
</tr>
<tr>
<td></td>
<td>Automotive database services of the Automotive Technology curriculum.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MEASURE C BOND**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0203779</td>
<td>Inductotherm Corporation</td>
<td>Measure C</td>
<td>$ 2,850.00</td>
</tr>
<tr>
<td></td>
<td>Custom layout drawing services for the induction furnace.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203882</td>
<td>Precision Leak Detection, Inc</td>
<td>Measure C</td>
<td>$ 2,850.00</td>
</tr>
<tr>
<td></td>
<td>Leak detection services for the Kentfield pool and the Diamond PE Center Alterations Project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203891</td>
<td>All City Management Services</td>
<td>Measure C</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td></td>
<td>Crossing guard services for the College, near Kent Avenue, from 8-25 to 11-14-2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203917</td>
<td>McGraw-Hill Construction Regional Publications</td>
<td>Measure C</td>
<td>$ 1,568.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for Technology Complex Project, run dates July 31 and August 6, 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203918</td>
<td>McGraw-Hill Construction Regional Publications</td>
<td>Measure C</td>
<td>$ 1,706.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for DSPS Relocation Project, run dates July 17 and July 22, 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204034</td>
<td>Kentfield School District</td>
<td>Measure C</td>
<td>$ 2,750.00</td>
</tr>
</tbody>
</table>

3
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0204037</td>
<td>Balance Workout</td>
<td>Measure C</td>
<td>$4,875.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Studio rental services for off campus aerobic classes for PE 125 and 125c, meeting Monday through Thursday from 9:30-11:00, 17 weeks.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204053</td>
<td>Norcal Fence</td>
<td>Measure C</td>
<td>$3,510.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary fence rental services for fence around parking lots 1 and 2 for the Main Building, Parking Lot-Bioswale and Pathway IVC Projects.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Marin Community College District
Measure C Bond Modernization Program

Modernization Director's Report to Board of Trustees
October 14, 2008
B.13.B.1

BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves: $17,789,000
- Expended to date: $47.0 million (17.8% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $28.4 million
  - Construction $13.1 million

Summary of modernization items in this agenda:

Consent (Ratification only):
Ten (10) construction contracts
Four (4) professional services agreement amendments

Action:
Two (2) new professional services agreements ($104,454)
One (1) new construction contract ($13,350,000)
Four (4) construction change orders ($101,273)

Net value of new contracts / changes / amendments in this agenda: $13,555,727

MAJOR BUILDING PROJECTS (DESIGN) - BOARD UPDATE/ACTION SCHEDULE

1. KTD Fine Arts Building
   Final design review, project approval
   (Plans submitted to DSA)
   November

2. KTD Science/Math/Central Plant
   Final design review, project approval
   (Plans to DSA early November)
   November

3. KTD Gateway Complex
   Status update
   November

4. KTD Performing Arts Building
   Design review pending
   TBD

CURRENT CONSTRUCTION (major building projects are listed in bold)

- Diamond PE Center: Change Order #5 submitted this meeting
- IVC Trans. Tech. Complex: Construction started
- KTD Geothermal Fields: Substantially complete; punchlist work ongoing
- IVC 12kV Utility Extension: Change Order #3 (credit) submitted this meeting
- KTD PE Photovoltaics: Construction started; no major issues
- IVC Creek Erosion Mitigation: Construction started; no major issues
Marin Community College District
Measure C Bond Modernization Program

- IVC West Campus utilities: Change Order #3 submitted this meeting
- KTD PE Portables: Substantially complete
- KTD SMCP Utility Project: Construction started; parking issues resolved

FUTURE CONSTRUCTION (major projects are listed in bold)

2008:

- IVC Main Building Complex: Bids opened, bid protests received: contract award submitted this meeting
- KTD West Bridge: BOT approved: Fall 2008 (DSA pending)

Beyond:

- KTD Demo (Dickson, D/L, DSPS): Spring - Summer 2009
- KTD Fine Arts Building: Summer 2009 – Winter 2011
- KTD Science/Math/CP: Summer 2009 – Spring 2011
- KTD Gateway Complex: Summer 2011 – Winter 2013

OTHER OPEN INITIATIVES

- Swing space/relocation:
  - DSPS Spaces in LRC being prepared; move scheduled for November
  - Health Center Design in DSA (portable to be located next to TB-1)
  - Dance Design underway; location for temporary space identified (northwest of Austin Science Center)
  - TransTech/Env'l Landscape, IVC Move-in completed; final fire department issues resolved
  - Dickson Hall faculty Temporary quarters identified (in Fusselman Hall); move scheduled for Winter break (Dec. 2008)
  - Kentfield Orchard New location selected for the Kentfield orchard (currently located inside the West Bridge construction zone); fencing, water and power to be placed in new location
Marin Community College District  
Measure C Bond Modernization Program

- Initial CEQA studies for KTD projects: Public review process underway; BOT certification scheduled for November
- Furniture, fixtures, equipment: Proceeding
- Technical standards: Revisions proceeding
Presidents Climate Commitment (PCC)
Deadline for submittal of a Greenhouse Gas Emissions Inventory to the Presidents Climate Commitment has been extended to January 15, 2009. Staff continues to work on finalizing the data and report.

Staff is scheduling a broad-based constituent meeting for sometime in November to discuss the District’s Institutional Action Plan for climate neutrality, due in September 2009.

Environmental Impact Report (EIR)
The District’s CEQA* consultant filed a Notice of Availability for public review of the Initial Study for the Science / Math / Central Plant and Fine / Performing Arts projects. The initial study is scheduled for certification by the Board in November.

Transportation Demand Management (TDM)
The TDM Work Group continues to work on a Carpool / Vanpool / Alternative Fuel Vehicle Program geared at encouraging staff, faculty and students to reduce their use of single occupant vehicles when commuting to campus for work or study. At its last meeting, the Work Group also resolved some parking issues related to modernization construction.

Leadership in Energy and Environmental Design (LEED)
District staff, modernization program architects and Swinerton staff are actively applying for LEED credits on six projects now in design or construction. A Board policy related to environmental tobacco smoke control and worth one LEED credit, has been forwarded to the Policy Task Force for processing.

Renewable Energy
Construction of a photovoltaic system array in Parking Lot 12, Kentfield, is ongoing. This work is expected to be completed by early 2009. Parking issues resulting from the closure of Lot 12 have been resolved.

---

* California Environmental Quality Act
BOARD AGENDA ITEM

To: Board of Trustees Date: October 14, 2008
From: Superintendent/President Item & File No. B.13.B.5
Reason for Board Consideration: Enclosure(s):

INFORMATION SMC Quarterly Report 2Q 2008

BACKGROUND:
The following bond program item is presented herein for Board information:

- SMC Quarterly Report for period ending June 30, 2008

FISCAL IMPACT:
None.

RECOMMENDATION:
For information only.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

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