Marin Community College District
Board of Trustees Regular Meeting

Agenda

June 17, 2014

Indian Valley Campus
Building 3, Room 255
1800 Ignacio Boulevard, Novato, California

http://www.justin.tv/comtrustees

The Board shall act on posted items and shall not deliberate items that are not on the posted agenda.

The Board of Trustees may consider the items listed in Section C at any time during the Open Session portion of the meeting unless a specific time is stated on the 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 Human Resources at 485-9340. 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 from Recording Secretary. Persons desiring to address the Board on items not on the agenda may speak under item number “C.3.A.” on the agenda. Public comment presentations will be limited to no more than 3 minutes each. Persons reading statements aloud or distributing material should give a copy to the Recording Secretary.

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, Austin Center, Room 146, Kentfield, for the purpose of making those public records available for inspection.

Per Board Policy 2365 the Board meetings of the Marin Community College District may be audio taped and video broadcasted via the internet.
A. **Open Session, 5:30 p.m., Building 3, Room 255, Indian Valley Campus**
   1. Call to Order, Roll Call, Adoption of Closed Session Agenda
   2. Public Comment on Closed Session Agenda (3 minutes per speaker)
   3. Adjourn to Closed Session

B. **Closed Session, 5:30 p.m., Building 3, Room 255, Indian Valley Campus**
   1. Call to Order
   2. CONFERENCE WITH LABOR NEGOTIATOR(S) (Govt. Code Section 54957.6)
      Agency Representatives: Kristina Combs/Greg Nelson
      Employee Organizations: United Professors of Marin (UPM/AFT); California School Employees Associations (CSEA), Skilled Employees International Union (SEIU), Management, Supervisory and Confidential employees
   3. LIABILITY CLAIM (Govt. Code Section 54956.95)
      Claimant: Marie Hansen
      Agency Claimed Against: College of Marin
   4. Adjourn to Regular Meeting Open Session

C. **Open Session, 6:30 p.m., Building 3, Room 255, Indian Valley Campus**
   1. Call to Order, Roll Call, Adoption of Agenda
   2. Report from Closed Session
   3. Public Comment on Open Session Agenda (3 minutes per speaker)
      A. Comments regarding items not on the Agenda
      B. Comments regarding items on the Agenda will be heard immediately before the Board of Trustees’ consideration of the item
   4. Board Reports/or Requests
      A. Committee Chair Reports
      B. Governance Calendar Review
      C. Individual Reports/or Requests
   5. Consideration and Approval of Meeting Minutes
      A. Minutes of April 25, 2014 Board Retreat
      B. Minutes of May 20, 2015 Board Meeting
   6. Chief Executive Officer Report
      A. International Student Center
      B. Accreditation
      C. Student Success Initiative (Jonathan Eldridge)
         • CCSSE
         • Equity Plan
      D. Pathways Grant (Nanda Schorske)
7. **Study Session**
   A. Tentative Budget Workshop (Greg Nelson)

8. **Academic Senate Report (5 minutes)**

9. **Classified Senate Report (5 minutes)**

10. **Student Association Report (5 minutes)**

11. **Consideration and Action on Consent Calendar Items (ROLL CALL VOTE)**
    A. **Upcoming Board Meetings**
       - June 24, 2014 Board Retreat, Kentfield Campus
       - August 19, 2014 Board Meeting, Kentfield Campus
    B. **Academic Personnel Recommendations**
       1. Appointment of Academic Personnel
    C. **Classified Personnel Recommendations**
       1. Appointment of Hourly Personnel
       2. Appointment of Classified Personnel
       3. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel
       4. Temporary Reassignment of Classified Personnel
       5. Permanent Increase/Decrease in Classified Assignment/Staff Plan
       6. Resignation/Termination of Classified Personnel
    D. **Classified Management Personnel Recommendation**
       1. Interim Appointment of Classified Management Personnel
    E. **Educational Management Recommendations**
       1. Appointment of Educational Management Personnel
       2. Change in Appointment of Educational Management Personnel
    F. **Short-Term Hourly Positions**
    G. **Budget Transfers May 2014**
    H. **Warrants May 2014**
    I. **Declaration of Surplus Property – Miscellaneous Equipment**
    J. **Modernization (Measure C)**
       1. Modernization Contracts, Changes, Amendments ($1,460,311.54)
    K. **Second Reading and Approval of Board Policies (None)**

12. **Consideration and Possible Action on:**
C. Resolution #2014 - 17 in Support of New County Wide Public Safety Communication System (Presentation and ROLL CALL VOTE)

D. Resolution #2014 -18 for Use of Education Protection Act Account Revenue (ROLL CALL VOTE)

E. 2014-15 Tentative Budget

F. Board Compensation Adjustment

G. Agreement with Liebert, Cassidy, Whitmore for Legal Services for 2014-15

H. Contract for IVC Pool Shower Roofing Project #14-0430

I. Agreement with PG&E for Lighting Upgrade Project

J. Acceptance of Non-Cash Gifts

K. Library Fines and Fees 2014-15

L. New Community Services Courses

M. AB86 Adult Education Planning Grant Agreements for Service with Marin County Office of Education, Tamalpais Union High School, Novato Unified School District and the California Department of Corrections and Rehabilitation – San Quentin

N. Agreement for Rental of Office Space with Boys & Girls Club of Marin and Southern Sonoma Counties

O. Modernization (Measure C)
   1. Addendum to the Program Level Final Environmental Impact Report, Kentfield Campus
   2. Annual Renewal Agreement, District Legal Consultant (831A)
      Dannis Woliver Kelley
   3. Authorization to Bid and Pre-Authorize Contract Award, SMCP Increments 2 & 3 – Acid Waste System BMS Monitoring (305B)
   4. Authorization for Staff Approval of Measure C Contract Changes and Amendments

P. Discussion and Potential Action regarding July 2014 Board Meeting

13. Board Policy Review (1st Reading)
   1. None

14. Board Meeting Evaluation

15. Future Agenda Items
   A. Board Professional Development
   B. Board Self Evaluation
   C. Indian Valley Campus

16. Information Items (see written reports)
   A. Contracts and Agreement for Services for May 2014
   B. Modernization Update
      1. Director’s Report
2. Program Schedule
3. Milestones Report
C. Administrative Procedures - None
D. Calendar of Special Events
   ▪ Dental Assisting Graduation, June 16, 2014, 6:30 p.m., Indian Valley Campus
   ▪ Convocation, August 15, 2014

17. Correspondence

18. Adjourn Meeting
<table>
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<td><strong>Brown Act</strong></td>
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## College of Marin
### Board of Trustees Professional Development
#### Training Options Matrix

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### Local Expectations

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<td>Ongoing Trustee Engagement</td>
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#### Issue calendar with key events to BOT each 6 months; Trustees communicate intentions to Chair no later than 3 days prior to event(s)

### LEGEND

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<td><strong>Accreditation</strong> (WASC progress reports as needed)</td>
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<td><strong>Planning</strong> (EMP, FMP, SMP, TP, DE, M&amp;O Plans)</td>
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<td>Community</td>
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A. **Open Session**

1. **Call to Order, Roll Call and Adoption of Agenda**
   
   A Board Retreat of the Marin Community College District Board of Trustees was called to order at 1:05 p.m. on April 25, 2014 in room 188 of Building 5 at the Indian Valley Campus, all members having received notice as required. Trustees Bevis, Long, Conti, Tanenberg and Treanor were present. Trustee O’Brien was present via telephone. Also present were Superintendent/President Coon and Vice Presidents Nelson and Torres. Trustee Kranenburg was not present. M/s (Treanor/O’Brien) to adopt agenda. **Motion carried, 6-0-1. Trustee Kranenburg was not present.**

2. **Public Comment** — there was no public comment.

3. **Approve Minutes**
   
   a. M/s (Treanor/Bevis) to approve minutes of March 25, 2014 Special Meeting. **Motion carried 5-0-1-1, with Trustee Tanenberg abstaining. Trustee Kranenburg was not present.**

   Trustee Kranenburg arrived at 1:09 p.m.

   b. M/s (Treanor/Bevis) to approve minutes of April 1, 2014 Special Meeting. **Motion carried 6-0-1, with Trustee Tanenberg abstaining.**

4. **Indian Valley Campus – Facilities Assessment/Options**

   Dr. Coon thanked Vice President Nelson and the team for the work on this project. He noted there would be plenty of opportunity for discussion and that he hoped the Board would leave with a better understanding of the assessment, condition of facilities and long- and short-term options presented. He noted that he hoped to get some direction from the Board on parameters on the various possibilities. Vice President Nelson reviewed the major sections of the report, including historical information about the
campus. A copy of the presentation is available on the College website for this meeting. Information on the Kentfield Campus will be presented at a later date. Randy Smith, Project Manager for Gilbane, stated that they are surveying all College of Marin property at IVC, KTD and Bolinas, developing cost estimates on all structures, building systems and components, and noting deficiencies and compliance issues. Photographs showed water intrusion and weather damage to buildings, roof problems, ADA issues, signage inconsistencies, erosion, failed HVAC equipment and handrail and decking damage. It was noted that the buildings are past their life expectancies. Integration of data into the ONUMA system will feed preventative maintenance schedules, and staff will have hands-on devices to assist them in identifying required parts, etc. Mr. Smith explained the rating system and summary pages of the report. He noted that reassessments should occur every 4 – 5 years and that the assessments addressed the current uses of buildings, but did not account for other possible uses of those spaces.

Vice President Nelson went over some short-term scenarios including roofing and energy efficiency projects for the Pomo Cluster, and a solar purchase power agreement option to lease approximately 5 ½ acres for solar panels. This agreement would result in approximately $151,000 savings in the first year to M & O for IVC projects. No District money will be required for this project. There was discussion that an EIR would be needed for this project and there should be an opt-out clause in the event of prohibitive discovery. Vice President Nelson will check on some of the roofing square footage figures noted in the report. Vice President Nelson also reviewed funding options for these projects. Long-term options included Student Housing and demolition of High Index Score buildings.

There was significant discussion by Trustees and staff about underutilization of the IVC Campus, and not making decisions until we have solid answers about utilization, the potential for increased student populations due to demographics and demand for workforce development courses, and potential partnership opportunities. Trustees also discussed the need to make decisions on short-term projects now, based on the information we have currently and how we are using the property, noting the importance of using the remaining bond funds. It was noted that this campus has never reached its full potential and we need to figure out the best way to use the property. It is the Board’s responsibility to determine whether it makes sense to demolish some of the facilities, rather than re-roof and then determine later that we should demolish. The buildings are in bad shape and require considerable use of maintenance funds to keep them running. The Board must keep focused and provide direction for the remaining funds. There was a suggestion to consider renovating some space for student housing to support the EIP program initiative to increase international student enrollment. There was a request to re-confirm the square footage figures/costs shown in the report for re-roofing as there appeared to be a discrepancy. Contingencies are not built into the figures in the report, so any excess funds would be used for that
purpose. It was noted that the Pomo Cluster has immediate needs as there are instructional programs in place there now. It was suggested that programs could also be moved to Pomo for maximum use of that facility. We need to determine whether the buildings are needed for programs and then determine if they should be retained or demolished. Pomo is the largest cluster and has had the most work done to it so far. The exterior improvements to Pomo would include ADA improvements.

The Board took a 10 minute break at 3:40 p.m. and reconvened at 3:53 p.m.

Trustees thanked staff for the excellent presentation and agreed that focusing on the immediate facility needs is a priority. Several Trustees agreed with the recommendations stating they are an appropriate use of the funds. It was noted that the solar farm was a great idea and that we should start that process as soon as possible, especially due to the probability of a need for an EIR. It was noted that the long-term options required further discussion, research and proper planning for a realistic use of this campus, with suggestions for partnership outreach, a conference facility and farm to table restaurant. There was concern that these decisions were facility driven rather than program/mission driven and a concern that the Miwok cluster had been included in original discussions, but was not now. Staff noted that figures have now been adjusted based on the results of the assessment and can only fund the Pomo Cluster. Trustees also noted the importance of student population and if it will increase, and how and whether it makes sense to make decisions based on what could happen. The Board must make responsible decisions and not lose the remaining bond money. There was a request to get the Solar Agreement on the next Board agenda to keep things moving. Vice President Nelson will provide updated research on the roofing figures.

Trustees agreed this was a great first step and decisions were made. Visionary ideas can be shared with Dr. Coon.

Dr. Coon noted that Board Goals and Objectives will be discussed at the May Board meeting at 4:00 p.m.

5. **Discussion of District-Owned Property in Bolinas and Monterey County**

The Bolinas property has not been used in about 10 years and there are significant issues with the property and the dock. The property is located on the San Andreas Fault Line and the hill behind the property is sliding. The property is valued at approximately $700,000 in its current state and there is also a valuable specimen collection. It was noted that this is a politically charged topic, both internally and in the community. It was suggested that the new members be shown the property and provided with the report on the property. It was also suggested that we reach out to the Bolinas community about the dock. There will be a future discussion about the property in
Monterey County. Vice President Nelson shared that title search information was provided to them in the assessment report.

6. M/s (Treanor/Bevis) to adjourn the meeting. Meeting adjourned at 4:34 p.m.
A. Open Session

1. Call to Order, Roll Call, and Adoption of Closed Session Agenda
   The Board of Trustees met for a regular Board meeting in the Staff Lounge of the Student Services Building, all members having received notice as required. Board President O'Brien called the meeting to order at 3:12 p.m. Trustees O'Brien, Long, Kranenburg, Tanenberg, and Treanor were present. Trustee Bevis arrived at 4:18 p.m., Trustee Conti at 6:58 p.m., and Student Trustee Reyes at 6:30. Also present were Superintendent/President Coon and Vice President Nelson. M/s (Tanenberg/Long) to adopt closed session agenda. Motion carried 5-0-2. Trustees Bevis and Conti were not present.

2. Public Comment on Closed Session Agenda (3 minutes per speaker)
   There was no public comment

3. Board Docs Presentation (Bill Terry)
   Dr. Coon stated that the College has been researching electronic format board programs to streamline our Board agenda processes and meeting facilitation. He introduced Bill Terry from Board Docs who gave a web demonstration on the product, focused on how the Board will use the program. The program greatly reduces the use of paper and staff time, allows various levels of access, and is searchable. Program features include the ability to link to references such as the College webpage and Board policies and administrative procedures, unlimited documents and links, a goals tracking system, personal and secure note taking system and can be set up to meet our current agenda needs. E-mail notifications, document changes, approvals, a speaker timer and a voting record system are also featured. There were questions and discussion about use on multiple devices, program customization, archive of documents, privacy and security and cost. The cost is approximately $1,000 for set-up and approximately $9,000 per year through CCLC. Mr. Terry noted that a 6 - 7 week lead period was needed to collect information, organize the system, and train staff. Board training would take about 60 - 90 minutes. The District will purchase and own the devices used by the Board to access the system and appropriate use policies and procedures would
be put in place. Dr. Coon noted we will aim for getting the program up and running for the fall semester.

4. **Study Session**

   **A. Board Self Evaluation/Goals and Objectives**
   
   Trustees Treanor, Kranenburg, Bevis and Dr. Coon all attended the CCLC Conference session on Board Self Evaluation recently which provided a great deal of information about various evaluation processes. Trustees reviewed the Board Self Evaluation information provided by the Self Evaluation Committee. It was noted that the last two years were focused on accreditation and suggested that the Board move forward to build new working relationships and shared values. The committee is recommending use of a facilitator, Cindra Smith, for the June 24 retreat in order to allow full board participation. Trustees discussed the evaluation process and made comments and suggestions. Comments included using this as a starting point, learn together, participate equally, reach out to the community, stay focused and efficient, be specific, have mutual respect, keep operations separate from Board oversight, set goals/objectives earlier in the year and align with institutional goals/strategic plan, and get goals/objectives on the governance calendar. A number of changes to the evaluation document were discussed and will be incorporated. The survey will go out shortly to Trustees. The Board Retreat will be held on June 24 off sight with a dinner following.

5. **Adjourn to Closed Session**

   **B. Closed Session, 5:31 p.m.**

   1. **Call to Order**
   2. **CONFERENCE WITH LABOR NEGOTIATOR(S) (Govt. Code Section 54957.6)**
      
      Agency Representatives: Kristina Combs/Greg Nelson
      
      Employee Organizations: United Professors of Marin (UPM/AFT); California School Employees Associations (CSEA)
   3. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (54956.9 (d) (1))**
      
      Marin Community College District v. Marcy Wong & Donn Logan Architects, et. al
      
      Case Number 1401135
      
      Attorney: Glenn Gould, Dannis Woliver Kelley
   4. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9(b))**
      
      Potential Cases: 1
      
      Attorney: Glenn Gould, Dannis Woliver Kelley
   5. **LIABILITY CLAIM (Govt. Code Section 54956.95)**
      
      Claimant: John Priewe
      
      Agency Claimed Against: College of Marin
   6. **PUBLIC EMPLOYMENT (Govt. Code Section – 54957)**
      
      Title: Superintendent/President
   7. **Adjourn to Regular Meeting Open Session**
C. **Open Session, 6:30 p.m.**

1. **Call to Order, Roll Call, and Adoption of Agenda**
   
   Board President O’Brien called the meeting to order at 6:36 p.m. in the Staff Lounge of the Student Services Building on the Kentfield Campus. Trustees, Tanenberg, Long, Bevis, Treanor, O’Brien, and Kranenburg were present. Trustee Conti was not present. Also present were Student Trustee Reyes, Superintendent/President Coon and Vice Presidents Nelson and Torres. Dr. Coon noted that item C.7.B. Student Success Initiative was postponed, Items C.11.F. Educational Administrator Salary Adjustment and C.12.D. Resolution on Educational Protection Act Funds, were revised and Item C.11.I. Short-Term Hourly Positions was pulled. **M/s (Long/Tanenberg) to approve agenda as modified.**
   
   Motion carried 6-0-1, with advisory votes by all Trustees except Trustee Conti who was not present. Student Trustee Reyes cast an advisory aye vote.

2. **Report from Closed Session**
   
   Trustee Kranenburg reported that the Board approved a compromise and release settlement for John M. Priewe in the amount of $15,000 for an outstanding claim# MSBE-388464 by a vote of 6-0-1 with Trustees Bevis, Long, Kranenburg, O’Brien, Tanenberg and Treanor voting aye. Trustee Conti was not present. The Board also took action to renew Dr. Coon’s employment agreement by a vote of 6-0-1 with Trustees Bevis, Long, Kranenburg, O’Brien, Tanenberg and Treanor voting aye. Trustee Conti was not present. The agreement will be ratified under item C.12.E.

3. **Public Comment on Open Session Agenda (3 minutes per speaker)**
   
   A. Comments regarding items not on the Agenda
      
      Laurie Ordin spoke and requested that the Board of Trustees consider a resolution in support of City College of San Francisco in their plight with ACCJC.
   
   B. Comments regarding items on the Agenda will be heard immediately before the Board of Trustees’ consideration of the item

4. **Board Reports/or Requests**
   
   A. Committee Chair Reports
      
      Trustees Long and Kranenburg met last week for a Board Fund Development Committee meeting facilitated by Dr. Coon and Cathy Summa-Wolfe. A number of items were discussed including transition from the Foundation to College of Marin 501(c)3 status, advancement funds, scholarships and other incentives. It is anticipated that this committee will meet another 3 or 4 times and then provide a comprehensive report for the Board for discussion at a study session or Board retreat.
      
      Trustees Kranenburg and Treanor met on the Board Self Evaluation to ensure there was collaboration on the questions used for the self-evaluation and to allow for input given there are two new Trustees. Trustee Treanor requested that Committee meetings, and Board Goals and Priorities be added to the governance calendar to allow enough time for committees to meet and prepare, and to stay on track and be productive.
Trustee Long handed out a draft Board Meeting evaluation form for review and asked Board members to use it and make suggestions to improve it. It was suggested that this be discussed at the Board Retreat.

Trustee Kranenburg noted that the CCLC conference was very effective, helpful and collaborative and in addition to the self-evaluation workshop there were sessions about the Bachelor’s degree program, technology enhancement and workforce development partnerships that were very informative.

B. Governance Calendar Review
Board President O’Brien noted there had already been a request to add Board committees to the calendar and requested the calendar also be updated to include the first part of the next fiscal year for planning purposes. Dr. Coon will update the calendar and will also see if Board Docs has a feature that might help with this.

C. Individual Reports/or Requests
Trustee Treanor also attended CCLC and presented on Friday with a very interactive session. She handed out some of the information provided at the Self Evaluation session and also the Bachelor’s program, but noted that the Bachelor’s program is very specific to one workforce-related area and that colleges must show they are meeting a local need and not duplicating another community college program. There would need to be significant discussion prior to pursuing this program about whether we can meet the requirements and the timeline. Dr. Coon noted that this is an area that we must partner with faculty on as well. Trustee Treanor also noted her appreciation to the College for their support for Betty Wilson’s memorial to be held this Saturday.

Trustee Bevis also attended the conference and noted that the State passed a resolution authorizing another $15 million to be distributed to community colleges for workforce development and training. She also noted that the presentation on streamlining K-12 to community college was very encouraging.

Trustees Kranenburg suggested that we try to be a pilot for the Bachelor’s program. This will be discussed at the retreat.

Trustee Long suggested the College consider piloting small incubator projects as a way to prepare until such time funds might become available.

Trustee Conti arrived at 6:59 p.m.

5. Consideration and Approval of Meeting Minutes
   A. M/s (Long/Treanor) to approve Minutes of April 15, 2014. Motion carried 7-0 with all Trustees voting aye.

6. Chief Executive Officer Report
   A. Accreditation
      Dr. Coon handed out a letter addressed to the Accrediting Commission from Helen
Benjamin, Chancellor of Contra Costa Community College District, and President of the CEOs, about the situation with City College of San Francisco. He also provided them with an example of a Resolution from San Mateo against the ACCJC. He asked Trustees for direction on how or if they would like him to take action on this issue. There was significant discussion by all Trustees on the topic. Sara McKinnon and Laurie Ordin also commented. Dr. Coon will do more research given the information he has heard this evening.

B. Board Membership
Dr. Coon noted that there had been discussion at a previous retreat about changing the number of members of our Board and that he provided follow-up information to Trustees on May 5. He asked if the Board wished to continue to discuss this issue. Trustees agreed that this was good information and that it could be tabled for now and reactivated at a later time if needed.

C. Marketing Report (Cathy Summa-Wolfe)
Dr. Coon introduced Cathy Summa-Wolfe to give an update on marketing as had been requested by Trustees. Ms. Summa-Wolfe explained the various types of marketing tools and how marketing has changed over the years. Trustees thanked Ms. Summa-Wolfe for her presentation and her service over the past eight years. Ms. Summa-Wolfe’s presentation is available on the College of Marin website for this Board meeting.

D. Bookstore Contract (Greg Nelson)
Vice President Nelson reported on the RFP and evaluation process used to select a bookstore vendor. Follett was the successful vendor with the highest overall score and will provide substantial added benefits to our students and faculty, including annual review of services, rental programs, digital books, textbooks stocked in the Bay Area, book-based scholarships and a general use scholarship. Follett guarantees not to use sweatshop labor. The Kentfield store will be completely remodeled. The contract also includes discounts to faculty, staff and departments on purchases and provides sales commission directly to the College. Trustees asked questions and thanked Mr. Nelson for a thorough process. In response to a question about IVC services, Mr. Nelson noted that Follett has pop-up stores which will be will set up specific days at IVC with hours geared toward the evening. A copy of Mr. Nelson’s presentation is available on the College of Marin webpage for this Board meeting.

7. Study Session
A. 2014 Student Success Scorecard (Chris Myers)
Dr. Coon noted that the scorecard information had been provided to Trustees for their review and that this is a legally mandated presentation and discussion. He introduced Dr. Chris Myers to review the information. A copy of Dr. Myers presentation is available on the College of Marin website for this Board meeting. Dr. Myers shared information on the seven different indicators, current year outcomes, changes from 2013 to 2014, and comparison of our college to a group of peer colleges and touched on the most important indicator, completion rate. College of Marin has a 54% completion rate
(comparable to last year, but 2 percent lower than our peer group. He noted that most of the indicators follow students over a six-year period. He also reviewed five-year comparisons for career technical education completion rates, students who earned 30 units or more over a six-year period, persistence rates, remedial English, Math and ESL completion rates and completion rates by gender and student characteristics. He noted community colleges can be affected by the economy, with students going to work when the economy is good, as possible explanation for downturns.

Trustees asked questions about whether we had information about students that may have gone to other institutions, and it was noted that we do not have that information. Dr. Myers commented that students often go to more than one college simultaneously and also may start and stop depending on what is happening in their lives. He clarified for Trustees that students who transfer to four-year institutions are included in our completion rate. There was considerable discussion about how we used the data, what the data means and who the students are. Dr. Myers explained that the cohort are students who are first-time students who complete at least 6 units, and are enrolled in either a reading or math course, within the first three years and who after six years get a degree or certificate, transfer to a 4-year institution, or are transfer-prepared having completed 60 transfer units. Dr. Coon noted that the intent was to present this information with the Student Success piece to align what we are doing to target affected groups. In response to a questions about understanding why the statistics change, Dr. Myers stated that it is difficult to do when you are reviewing over a six-year review period, but one way is to look at specific cohorts and review what has changed, i.e. administration changes, services or offering changes, and the economy, which are all factors that can affect trends. It was clarified that our comparison peer groups are based on our college characteristics and are put together based on the feeder high schools API, the percent of residents with a Bachelor’s degree or higher, and the percent of students who are age 25 and above. We are grouped with eight other colleges, Canada, Foothill, Irvine Valley, Saddleback, San Diego, Miramar, San Francisco City, San Mateo and West Valley. As we continue to review data from one year to the next we will be comparing against our peers, but will also start to see the effects of the changes we are making in student services with counseling, monitoring and early intervention.

There was a suggestion that the College recommend tutors and mentors for students who come to us unprepared as will help them to succeed. In response to a question about whether these are students who have declared that they intend to stay, Dr. Myers noted that this is specifically designed for first time students who meet the specific parameters. The Career Tech Completion rate specifically targets those students, but they must get a degree or certificate. The Board needs to understand where the targeted areas are that have the greatest need and greatest priority. The percentage of completion is based on the cohort, which is not shown in the report. Vice President Eldridge will be giving the Board an update on the Student Success Initiative, which will further inform the Board and it is hoped that the report will cover the items such as fee increases, which may be affecting student ability to stay in school. It is clear that
whenever there are fee increases, there are drops in enrollment. Trustees thanked Dr. Myers for the presentation.

B. Student Success Initiative (Jonathan Eldridge)  (This item was pulled from the agenda)
   • CCSSE
   • Equity Plan

8. Academic Senate Report (5 minutes)
Sara McKinnon commented on the scorecard information noting that ESL is complicated and the cohort is small. ESL students taking credit courses is a long way away from when they start, as a further complication this particular group. She agreed that not showing the percentage again the cohort was confusing. Degreeworks will assist in informing students that they are close to getting a certificate, where in the past they may not have known. The cohorts are six years long, so someone who starts this year, it will take some time before we see the changes. In response to the question about tutors, English Skills and Math we have set up a system of dedicated tutors assigned to a specific class and work with the students in the class and outside of the class and it has become a very successful program. She also commended Vice President Nelson on the Bookstore, noting that the Fair Labor issue was a big deal for our students as well as the IVC services. She reported that the Senate had an election with 103 people voting, a listing of the results is attached to the minutes. PRAC had a meeting today and have finished all of their recommendations which will be forwarded to the President. Finally, she expressed her thanks to Cathy Summa-Wolfe for all of her hard work and wished her well.

9. Classified Senate Report (5 minutes)
Alice Dieli gave the Classified Senate Report, attached to the minutes.

10. Student Association Report (5 minutes)
Lance Reyes reported that students are right in the middle of finals and there was not much to report. He noted that the Transfer Recognition Reception is on Wednesday and it is a great way to show students that we care about them. This is his final Board meeting.

11. M/s (Treanor/Long to approve Consent Calendar Items. Motion carried by a roll call vote of 7-0 with all Trustees voting aye plus an advisory aye vote by Student Trustee Reyes.
A. Upcoming Board Meetings
   • June 17, 2014 Board Meeting, Indian Valley Campus
   • June 24, 2014 Board Retreat, Kentfield Campus

B. Academic Personnel Recommendations
   1. Appointment of Academic Personnel
   2. Academic Personnel Request for Unpaid Leave

C. Classified Personnel Recommendations
   1. Appointment of Classified Personnel
   2. Resignation of Classified Personnel
   3. Permanent Reassignment of Classified Personnel
   4. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel
D. **Classified Job Descriptions**

E. **Classified Personnel Reclassification**

F. **Educational Administrator Salary Adjustment**
   1. Change in Salary Range for Educational Management Personnel - Revised

G. **Educational Administrator Job Descriptions**

H. **Classified Management Personnel Recommendation**
   1. Appointment of Interim Classified Management Personnel
   2. Resignation/Retirement of Classified Management Personnel

I. **Short-Term Hourly Positions** – This item was pulled from the agenda

J. **Budget Transfers April 2014**

K. **Warrants April 2014**

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

M. **Modernization (Measure C)**
   1. Modernization Contracts, Changes, Amendments ($54,991.50)

N. **Second Reading and Approval of Board Policies (None)**

12. **Consideration and Possible Action on:**
   
   A. **M/s (Treanor/Long) to approve Resolution # 2014 - 11 In Support of Classified School Employees Week.** Motion carried 7-0 by roll call vote with all Trustees voting aye, plus an advisory aye vote by Student Trustee Reyes. The Resolution was read by Clerk Kranenburg.

   B. **M/s (Long/Tanenberg) to approve Resolution #2014 - 12 in Support of Asian American and Pacific Islander Heritage Month.** Motion carried 7-0 by roll call vote with all Trustees voting aye, plus an advisory aye vote by Student Trustee Reyes. The Resolution was read by Clerk Kranenburg. Trustees Long asked that the Resolution be provided to interested parties.

   C. **M/s (Treanor/Conti) to approve Resolution #2014 -13 Commending Student Trustee Reyes.** Motion carried 7-0 by roll call vote with all Trustees voting aye. The Resolution was read by Clerk Kranenburg. Trustees thanked and congratulated Student Trustee Reyes. Student Trustee Reyes thanked everyone for the tremendous experience over the past year, and for sharing their knowledge, professionalism, and candidness. He noted that he will take everything he learned over the past year with him for the rest of his life. He will be proud to say that he is an alumnus of the College of Marin.

   D. **M/s (Treanor/Conti) to approve Resolution #2014-14 for Use of Education Protection Act Account Revenue – Revised.** Motion carried 7-0 with all Trustees voting aye, plus an advisory aye vote by Student Trustee Reyes.

   E. **M/s (Conti/Treanor) to ratify Superintendent/President’s 2014-2018 Employment Agreement.** Motion carried 7-0 with all Trustees voting aye, plus an advisory aye vote by Student Trustee Reyes. President O’Brien shared comments from the Board that
Dr. Coon has moved the institution forward in so many positive ways, has changed the reality of this College and really raised the bar, is an executive who is empathetic as well as visionary, has demonstrated exemplary leaderships skills, always looking for win-win, a very talented and patient communicator, have exceeded the Board’s expectations, and the Board strongly believes that this new contract is commensurate with his responsibilities, are pleased to have him and thanked him for all he does at the College.

**M/s (Bevis/Treanor) to combine items C.12.F - C.12.N.** Motion carried 7-0 with all Trustees voting aye, plus an advisory aye vote by Student Trustee Reyes.

**M/s (Conti/Treanor) to approve items C.12.F. - C.12.N.** Motion carried 7-0 with all Trustees voting aye, plus one advisory aye vote by Student Trustee Reyes.

**F. Out-of-Country Travel, John Marmysz**

**G. Agreement for Rental of Classroom and Office Space with Marin County Office of Education**

**H. Ratify Agreement with Self-Insured Schools of California (SISC) for Health and Welfare Benefits**

**I. Participation Agreements with Self Insured Schools of California (SISC) for Dental and Vision Benefits**

**J. Clinical Agreement for Emergency Medical Technician (EMT) Program**

**K. Contract with Follett Higher Education Group for Bookstore Services**

**L. Action on Tort Claim – Janet Hecht**

**M. Fee Schedule for FY 2014/15**

**N. Modernization (Measure C)**

1. **Authorization to Bid and Pre-Authorize Award of Construction Contract, Geothermal Field KTD Project (305B)**
2. **Authorization to Bid and Pre-Authorize Award of Construction Contract, Learning Resource Center Seismic Upgrade Project (302B)**
3. **Authorization to Bid and Pre-Authorize Award of Construction Contract, Technology Equipment – Smart Classrooms (201B)**
4. **Citizens’ Oversight Committee Members**

13. **Board Policy Review (1st Reading)**

1. **None**

14. **Board Meeting Evaluation**

Trustee Long asked Trustees to please share any comments on the form with her before leaving the meeting. This item will be discussed at the retreat.

15. **Future Agenda Items**

A. Tentative Budget 2014/15
B. Board Professional Development
C. Board Self Evaluation
D. Indian Valley Campus

16. Information Items (see written reports)
   A. Contracts and Agreement for Services for April 2014
   B. Modernization Update
      1. Director’s Report
      2. Program Schedule
      3. Milestones Report
      4. Quarterly Report
      Trustee Treanor asked that information on the call back items for the IVC Main
      building and Science Math Nursing be provided for future discussion to help the
      Board to understand what happened following close-out.
   C. Administrative Procedures
      1. AP 4231 Grade Changes
      2. AP 4105 Distance Education
   D. Calendar of Special Events
      ▪ Transfer Recognition Reception, May 21, 2014, 5:30 p.m., Cafeteria
      ▪ Faculty and Staff Appreciation, May 22, 2014, 12 noon, PE Gymnasium
      ▪ Golden Bell Awards, May 22, 2014, 4:30 p.m., Dominican University, San Rafael
      ▪ RN Pinning Ceremony, May 22, 2014, 6:00 p.m., James Dunn Theater
      ▪ Commencement, May 23, 2014, 6:00 p.m., Diamond Physical Education Center
      ▪ Athletic Hall of Fame, June 7, 2014, Lodge at Tiburon

17. Correspondence

18. M/s (Treanor/Conti) to adjourn meeting. Motion carried 7-0, plus an advisory aye vote by
    Student Trustee Reyes. Meeting Adjourned at 9:11 p.m.
The Academic Senate’s Election Results are as follows:

- # of Envelopes: 105
- # of Valid Envelopes: 104
- # of Disqualified Envelopes: 1 (crossed out number)
- # of Empty Envelopes: 1
- Total # of Ballots: 103

________________________________
Becky Brown 79
Karen Koenig 81
Arthur Lutz 73
Sara McKinnon 86
Meg Pasquel 72
Trevor Bjorklund 76
Andrea Wang 82

Officers were elected at the May 15th meeting as follows:

- President: Sara McKinnon
- Vice-President: Alicia (Meg) Pasquel
- Secretary: Becky Brown
- And continuing as Treasurer: Patricia Seery
Good Evening,

1. I promised to keep you updated on the progress of AB 2558, concerning Professional Development for Faculty and Staff at Community Colleges. This bill was the result of the Professional Development Committee’s Final Report back in March 2013.

Currently this bill has passed both the Assembly and Senate with no opposition and the change to current regulation that we are most interested in and that you all supported with your resolution last fall, is the provision that provides access to professional development activities for all college employees rather than only faculty. By including all employees, colleges would be able to use calendared time and appropriate funds to support campus-wide professional development activities.

The willingness to fund the bill along with other approved items, when the funds become available, was indicated. However, when the bill went forward, specific funds were not attached to it.

Assuming that the bill is signed by the governor this summer, and that Title 5 is amended to include the provisions, the next step will be identifying and allocating a portion of the budget for that effort. I expect that the Classified Senate will come back to you in the fall to ask for your continuing support to encourage and advocate for funding of this effort.

2. Later this evening you will be considering the Resolution in Support of Classified School Employees Week, May 18-24. This is an appropriate time to mention that three outstanding Classified Professionals from the college will be recognized at the Golden Bell Awards ceremony on Thursday.

Respectfully submitted on behalf of the Classified Senate,

Alice L. Dieli

Classified Senate President
To: Board of Trustees
From: Superintendent/President
Subject: Academic Personnel Recommendations
Reason for Board Consideration: Enclosure(s)

BACKGROUND:

1. Appointment of Academic Personnel

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Academic Personnel Appointments.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
1. **Appointment of Academic Personnel**

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<tr>
<th>Item No.</th>
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**BACKGROUND INFORMATION:**

1. Appointment to 1.0 FTE, 1\(^{st}\) Year Probationary position in Music.
2. Appointment to 1.0 FTE, 1\(^{st}\) Year Probationary position in English Skills.
3. Appointment to 1.0 FTE, 1\(^{st}\) Year Probationary position as Child Development Program Teacher.
To: Board of Trustees                Date: June 17, 2014
From: Superintendent/President     Item & File No. C.11.C.
Subject: Classified Personnel
Reason for Board Consideration:

CONSENT APPROVAL

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

1. Appointment of Hourly Personnel
2. Appointment of Classified Personnel
3. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel
4. Temporary Reassignment of Classified Personnel
5. Permanent Increase/Decrease in Classified Assignment/Staff Plan
6. Resignation/Termination of Classified Personnel

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

J. Klein, K. Litz; J. Foster; M. Merz; T. Arenas; O. Pensabene; A. Mann; A. Dieli; T. Schneider; J. Stroud; and J. Della Santina are on the non-instructional side of the 50% law.

B. Bonander; J. Cady; M. Fitzpatrick; L. Koffman; C. Massion; S. McKinnon; B. Patel; P. Seery; M. Sukoski; R. Smith R. Southard T. Hersch and A. Hasmandova are on the instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources & Labor Relations
1. APPOINTMENT OF HOURLY PERSONNEL

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BACKGROUND INFORMATION

1 – 9. All individuals will serve as professional experts to assist the Testing area in reading of the ESL and NCESL Essays for the fall semester.

10. Ms. Litz will serve as a professional expert to the President’s office for the 2014/2015 fiscal year.

11 – 12. All individuals will serve as professional experts to support the MARINet implementation during the summer session.

June 17, 2014, Board Item
2. APPOINTMENT OF CLASSIFIED PERSONNEL

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BACKGROUND INFORMATION:

1. Ms. Arenas has accepted the Supervisory position of Single Stop Project Coordinator effective June 18, 2014.

2. *Ms. Pensabene has been placed into the Tutoring Center Coordinator position effective April 30, 2013, pursuant to agreement signed May 20, 2014, between the District and Ms. Pensabene.

2. Mr. Schneider has accepted the EOPS/CARE & CalWorks Specialist position effective June 30, 2014.
### 3. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/ SALARY FOR CLASSIFIED PERSONNEL

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<td>Southard, Rowena</td>
<td>Instructional Specialist – English</td>
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<td>Hasmandova, Adela</td>
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<td>Stroud, Joanne</td>
<td>Bookstore Operations Assistant</td>
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<td>Perm. Temp.</td>
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</table>

**BACKGROUND INFORMATION:**

1. Ms. Southard has requested an unpaid leave of absence from her classified assignment in order to teach full-time, on a temporary basis, for the 2014-2015 academic year.

2. Ms. Hasmandova has requested an unpaid leave of absence from her classified assignment in order to teach for the Math Department during the summer session.

3. Ms. Stroud will continue to receive her out of class compensation of $560.00 per month effective July 1, 2014 through December 31, 2014 for performing additional duties outside the scope of her current classification.
4. TEMPORARY REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Della Santina, Joseph</td>
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<td>07/01/2014 – 01/01/2015</td>
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<td>2.</td>
<td>Klein, Jesse</td>
<td>From: Administrative Assistant Cont.: Community Ed and Services Program Specialist</td>
<td>1.0</td>
<td>12</td>
<td>07/01/2014 – 08/31/2014</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Della Santina will continue his temporary reassignment as Library Technical Specialist effective July 1, 2014 through January 1, 2015.

2. Ms. Klein will continue her temporary reassignment as Community Ed and Services Program Specialist effective July 1, 2014 through August 31, 2014.

June 17, 2014 Board Item
5. PERMANENT INCREASE/DECREASE IN CLASSIFIED ASSIGNMENT/STAFF PLAN

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mann, Andrea</td>
<td>Transfer and Career Center Technician</td>
<td>1.0</td>
<td>From – 11 To - 12</td>
<td>07/01/2014</td>
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<td>2.</td>
<td>Smith, Rion</td>
<td>Instructional Specialist – English</td>
<td>From .37 To 1.0</td>
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<td>07/01/2014</td>
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</table>

BACKGROUND INFORMATION:

1. Based on the program review process and district goals to increase transfer rates, Ms. Mann will be permanently increased from eleven (11) month to twelve (12) month employment effective July 1, 2014.

2. Ms. Smith has accepted a permanent increase in assignment effective July 1, 2014.
6. RESIGNATION/TERMINATION OF CLASSIFIED PERSONNEL

REVISED

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
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<td>1</td>
<td>Hersch, Tonya</td>
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<td>Resignation</td>
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<td>Dieli, Alice</td>
<td>Instructional Technologist Distance Education</td>
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<td>Resignation</td>
<td>COB 07-17-2014</td>
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</table>

BACKGROUND INFORMATION:


### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: June 17, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.D.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Management Personnel Recommendation</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>CONSENT APPROVAL</td>
<td>Enclosure(s): Recommendation</td>
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</table>

#### BACKGROUND:

The following actions are included in the Classified Management Personnel Recommendations:

1. Interim Appointment of Classified Management Personnel

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

T. Hudgens is on the non-instructional side of the 50% law.

#### RECOMMENDATION:

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

---

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
1. APPOINTMENT OF CLASSIFIED MANAGEMENT PERSONNEL

<table>
<thead>
<tr>
<th>No.</th>
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<th>MPY</th>
<th>Effective Date</th>
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<td>Interim Director of Academic Services</td>
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<td>Temp.</td>
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REVISED BOARD AGENDA ITEM

To: Board of Trustees  Date: June 17, 2014
From: Superintendent/President  Item & File No. C.11.E.
Subject: Educational Management Personnel Recommendations

Reason for Board Consideration: Consent Approval

**BACKGROUND:**

1. Appointment of Educational Management Personnel
2. Change in Appointment of Educational Management Personnel

**FISCAL IMPLICATIONS:** All recommendations are within budgeted FTE.

**RECOMMENDATION:**

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

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
### 1. Appointment of Educational Management Personnel

<table>
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<tr>
<th>Item No.</th>
<th>Name</th>
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<td>Hartman, Rosalind</td>
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<td>Interim Vice-President of Student Learning</td>
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<td>7/1/14-8/31/14</td>
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**BACKGROUND INFORMATION:**

1. Appointment of Rosalind Hartman to the position of Interim Dean of Health Sciences, effective 7/14/14-12/31/14 or until position is filled permanently.
2. Continue appointment as Interim Vice-President of Student Learning, effective 7/1/14-8/31/14.
2. Change in Appointment of Educational Management Personnel

REVISED

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<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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<td>1.</td>
<td>Beardsley, Lyda</td>
<td>Director of Child Development Program</td>
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<td>Educational Administrator</td>
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<td>To: 1.0</td>
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BACKGROUND INFORMATION:

1. Change in the appointment of the Director of the Child Development Program from 91.66 FTE to 1.0 FTE, effective 7/1/14.
BACKGROUND
Pursuant to Assembly Bill 500, a short-term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve the position. The following positions have been submitted for approval:

**Instructional and Non-Instructional Positions**

1. *DEPT. Life and Earth Sciences- Lab Assistant III* - Assists with labs including inventory, and organizing in Geology and Geography lab and map room.
   - Number of Positions: 1
   - Position Dates: 05/27/2014 – 08/15/2014
   - Position Dates: 08/18/2014 – 12/13/2014
   - Hourly Rate: $10.75

2. *DEPT. Life and Earth Sciences- Lab Assistant III* - Assists with the prep and set up of the lab and their various functions including inventory.
   - Number of Positions: 1
   - Position Dates: 06/16/2014 – 08/06/2014
   - Hourly Rate: $11.75
   - Number of Positions: 4
   - Position Dates: 08/18/2014 – 12/13/2014
   - Hourly Rate: $10.75 to $11.25

3. *DEPT. Life and Earth Sciences- Lab Tech* – Assist Classified Staff to set up labs for Biology 110L at IVC.
   - Number of Positions: 1
   - Position Dates: 05/27/2014 – 07/26/2014
   - Hourly Rate: $19.32
4. **DEPT. Mathematics – Math Lab Tutor**—Assist student as a Tutor for Math Lab.
   - Number of Positions: 2 (may be filled by more than one person)
   - Position Dates: 06/16/2014 – 07/26/2014
   - Hourly Rate: $10.75 to $11.25, depending on experience
   - Number of Positions: 4 (may be filled by more than one person)
   - Position Dates: 08/18/2014 – 12/13/2014
   - Hourly Rate: $10.75 to $11.25

5. **DEPT. Child Development Program - Department Aide 4**—Assist general administrative support to the Early Childhood Education and child Development Program faculty. This position provides line-of-sight coverage at the entry area of the child study center, provide clerical support, and facilitates communications between parents, students, faculty and staff.
   - Number of Positions: 1
   - Position Dates: 08/11/2014 – 12/19/2014
   - Hourly Rate: $20.00

6. **DEPT. Child Development Program – Teacher’ Aide**—Assist classroom teachers with implementing child centered curriculum and maintaining an optimal physical learning environment.
   - Number of Positions: 3
   - Position Dates: 08/18/2014 – 05/22/2015
   - Hourly Rate: $12.00

7. **DEPT. Drama**—Assist Classified Staff with in:
   - Performance: **LITTLE WOMEN**
   - Set Designer (08/01/14 to 10/12/14)
   - Multi-media Designer
   - Music Director
   - Lighting Designer
   - Sound Designer
   - Stage Manager
   - Dramaturgy
   - Costume Designer (08/01/14 to 10/17/14)
   - Properties Designer
   - Assistant Costume Designer
   - Master Electrician (08/11/14 to 10/12/14)
   - Stage Carpenter
   - Costume Cutter/Seamstress(2)
• Dialect Coach (08/18/14 to 10/12/14)
• Assistant Stage Manager (2)
• Movement consultant
• Combat Consultant

• Position Dates: 08/01/2014 – 10/17/2014
• Hourly Rate: $10.75-$11.75

BUDGET IMPLICATIONS:
All recommendations are within budget and are on the Instructional and 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: Kristina Combs, Executive Director of Human Resources & Labor Relations
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:        Board of Trustees                  Date:        June 17, 2014
From:      Superintendent/President          Item & File No.  C.11.G.
Subject:   Budget Transfers for Month of May 2014
Reason for Board Consideration:  Enclosure(s):

BACKGROUND:

The accompanying information includes seventy-two budget transfers in May 2014 totaling $92,768 in the Unrestricted Fund.

The accompanying information includes fifty-one budget transfers in May 2014 totaling $550,688 in the Restricted Fund including two transfers netting $223,977 of which $6,419 was for EOPS supplies and $217,558 was for Adult Education Planning.

The accompanying information includes two budget transfers in May 2014 totaling $464 in the Child Development Fund.

There was one budget transfer in May 2014 for $4,707 from Measure C Restricted Reserve Contingency for Transportation Technology Design.

Net effect of transfers for the Month.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Development</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
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<td>7000</td>
<td>(223,977)</td>
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<td>(4,707)</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 May 2014 Budget Transfers.

Administrator Initiating Item

Greg Nelson,  Vice President of Finance and College Operations
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May 2014
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Total Unrestricted

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RESTRICTED FUND

<p>| 1  | 15481  | $ (52,713) | $ 52,713 | 0.00 | 52,713.00|
| 2  | 15483  | $ 7,162   | $ (7,162) | 0.00 | 7,162.21|
| 3  | 15484  | 3,817.79  | (3,817.79)| 0.00 | 3,817.79|
| 4  | 15485  | $ (1,698) | $ 1,698  | 0.00 | 1,697.72|
| 5  | 15486  | $ 5,080   | $ (5,080) | 0.00 | 5,080.02|
| 6  | 15490  | $ (3,000) | $ 3,000  | 0.00 | 3,000.00|
| 7  | 15493  | $ 317     | $ (317)  | 0.00 | 316.95|
| 8  | 15497  | $ (1,809) | 550.00   | $ 1,259 | 0.00 | 1,808.52|
| 9  | 15508  | $ (20,000)| $ 20,000 | 0.00 | 20,000.00|
| 10 | 15509  | $ 127,396 | $ (127,396)| 0.00 | 127,396.13|
| 11 | 15520  | $ (30)    | $ 30     | 0.00 | 29.65|
| 12 | 15522  | $ 377     | $ (377)  | 0.00 | 377.00|
| 13 | 15523  | $ 259     | $ (259)  | 0.00 | 259.00|
| 14 | 15529  | $ 400     | $ (400)  | 0.00 | 400.00|
| 15 | 15531  | $ (13,000)| $ (3,900)| $ 16,900| 0.00 | 16,900.00|</p>
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Total Restricted: $ (20,339) $15,043 $ (3,805) $ (15,084) $250,925 $ (2,763) $ (223,977) $ (0) $550,689

TOTAL GENERAL FUND: $ (28,339) $19,080 $ (3,805) $ (5,716) $226,756 $16,001 $ (223,977) $ (0) $643,456
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| Capital Outlay Fund |       |       |       |       |       |       |       |       |       |
| 1                |       |       |       |       |       |       |       |       |       |
| 2                |       |       |       |       |       |       |       |       |       |
| TOTAL CAPITAL OUTLAY | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

| Investment Trust Fund |       |       |       |       |       |       |       |       |       |
| 1                |       |       |       |       |       |       |       |       | 0.00 |
| TOTAL INVESTMENT TRUST FUND | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

| Measure C |       |       |       |       |       |       |       |       |       |
| 1    | 15537 |       |       | $ 4,707 | $ (4,707) | $ - | $ 4,707 |       |       |
| 2    |       |       |       | $ - | $ - | $ - |       |       |       |
| TOTAL MEASURE C FUND | $ - | $ - | $ - | $ - | $ - | $ 4,707 | $ (4,707) | $ - | $ 4,707 |

| TOTAL ALL FUNDS | $ (28,339) | $ 19,080 | $ (3,805) | $ (6,180) | $ 227,220 | $ 20,708 | $ (228,684) | $ (0) | $ 648,627 |
To: Board of Trustees  Date: June 17, 2014
From: Superintendent/President  Item & File No. C.11.H.
Subject: Warrant Approval for Month of May 2014
Reason for Board Consideration: Enclosure(s):
CONSENT APPROVAL  Warrant Listing

BACKGROUND:

Attached are the numbers and 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 05/01/2014 through 05/31/2014, warrants 166789 - 167295 were issued in the total amount of $2,594,958.

Payroll warrants 10021410 - 10021782 and payroll automated clearing house warrants 50029334 - 50029861 totaled $1,908,937 for the month of May.

Total amount of warrants for the month of May were $4,503,895.

RECOMMENDATION:

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

Administrator Initiating Item  Greg Nelson, Vice President of Finance and College Operations
DATE:      June 17, 2014

TO:        Members of the Board of Trustees

SUBJECT:   Payment for Goods and/or Services ratified

Per Board Bylaw 1.5310, Section i-7, it is recommended that warrants 166789-167295 in the amount of $2,594,958 for the period 05/01/2014 through 05/31/2014 be approved for payment. For the period 05/01/2014 through 05/31/2014, payroll warrants 10021410-10021782 were issued and payroll clearing house warrants 50029334-50029861 for a combined payroll total of $1,908,937. Copies of invoices and 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, claims and payroll. Total warrants for May 2014 were $4,503,895.

________________________________________
President or Designee

Payment for Goods and Services Summary
General Fund – All Programs
May 2014

Warrant totals distributed by fund and expense category as follows:

General Fund Breakdown:

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<tr>
<th>Unrestricted Fund</th>
<th>Amounts</th>
<th>Restricted Fund</th>
<th>Amounts</th>
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<tr>
<td>Supplies</td>
<td>$35,010</td>
<td>Supplies</td>
<td>$37,038</td>
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<tr>
<td>Operating Expenses</td>
<td>255,132</td>
<td>Operating Expenses</td>
<td>53,955</td>
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<td>Capital Expenditures</td>
<td>165,349</td>
<td>Capital Expenditures</td>
<td>17,999</td>
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<td>Student Refunds</td>
<td>9,201</td>
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<td><strong>Totals</strong></td>
<td><strong>$464,692</strong></td>
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Totals of all Funds:

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<th>Amounts</th>
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<tr>
<td>Restricted Fund</td>
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<td><strong>Total General Fund</strong></td>
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<td><strong>Total Payments</strong></td>
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BOARD AGENDA ITEM

To: Board of Trustees                      Date:       June 17, 2014
From: Superintendent/President          Item & File No.    C.11.I.
Subject: Declaration of Surplus Property – Miscellaneous Equipment
Reason for Board Consideration: Consent Approval
Enclosure(s): List of Equipment

BACKGROUND:

In accordance with Board Policy, 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. No one item or item lot is valued at $5,000 or more.

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

RECOMMENDATION:

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

Administrator Initiating Item

Greg Nelson, Vice President, Finance and College Operations
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<th>Description</th>
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<th>Condition</th>
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<td>12</td>
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<td>Various</td>
<td>10+ Years</td>
<td>Good</td>
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<td>LRC</td>
<td>Library</td>
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<td>Okay</td>
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<td>2</td>
<td>Small Wooden Bookshelf</td>
<td><em>03481</em>, <em>03680</em>, <em>03468</em></td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>3</td>
<td>Study Carrel (Around Pillar)</td>
<td><em>03670</em></td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>4</td>
<td>Small Wooden Study Table</td>
<td>2227, no label</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>109</td>
<td>Upholstered Study Chairs (green, brown)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>8</td>
<td>Upholstered Stools (green)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>11</td>
<td>Short Wooden Stools</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12551, no label</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>3</td>
<td>Computer Chairs</td>
<td></td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>9</td>
<td>Study Carrel (2-Top)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>12</td>
<td>Study Carrel (4-Top)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>2</td>
<td>Study Carrel (8-Top)</td>
<td>2852, no label</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>5</td>
<td>Wooden Study Tables (4-Top)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>4</td>
<td>Wooden Study Tables (2-Top)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>10</td>
<td>Upholstered Swivel Chairs (orange, gold)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>3</td>
<td>Woven Leather Stools</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>1</td>
<td>3-Seater Upholstered Stool (green)</td>
<td><em>01954</em></td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>1</td>
<td>Wooden Coffee Table</td>
<td>2304</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>8</td>
<td>Upholstered Conference Chairs (light blue)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>1</td>
<td>Tall Wooden Display Table</td>
<td>2905</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>1</td>
<td>Lecture Stand</td>
<td>2892</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>1</td>
<td>Tall Rectangular Wooden Table</td>
<td>2903</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>1</td>
<td>Small Microfilm Reader (beige)</td>
<td>2899</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>1</td>
<td>Large Microfilm Reader (white)</td>
<td>2897</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>2</td>
<td>Printers</td>
<td>2815, 2807</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>6</td>
<td>Keyboards (black)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC</td>
<td>Library</td>
<td>3</td>
<td>Sets of Computer Speakers</td>
<td>No Labels</td>
<td>10+ Years</td>
<td>Poor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KTD</td>
<td>Library</td>
<td>Number</td>
<td>Description</td>
<td>Label</td>
<td>Age</td>
<td>Condition</td>
<td></td>
</tr>
<tr>
<td>-----</td>
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<td>--------</td>
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<td>-----------</td>
<td></td>
</tr>
<tr>
<td><strong>KTD LRC</strong></td>
<td>1</td>
<td>Individual Computer Speaker</td>
<td>No Label</td>
<td>10+ Years</td>
<td>Poor</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>KTD LRC - 2nd Floor Lobby</strong></td>
<td>10</td>
<td>Study Carrel (Rounded)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>KTD LRC - 2nd Floor Lobby</strong></td>
<td>2</td>
<td>Study Carrel (2-Top/Side-By-Side)</td>
<td>001218, no label</td>
<td>10+ Years</td>
<td>Poor</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>KTD LRC - 2nd Floor Lobby</strong></td>
<td>15</td>
<td>Chairs (Upholstered Study Chairs)</td>
<td>Various</td>
<td>10+ Years</td>
<td>Poor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To: Board of Trustees                          Date: June 17, 2014  
From: Superintendent/President                   Item & File No. C.11.J.  
Subject: Measure C Contracts                  Reason for Board Consideration:  

**CONSENT APPROVAL**  
Enclosure(s): none

**BACKGROUND:**
New contracts, amendments and change orders to Measure C bond modernization program contracts are listed below for Board approval or ratification. Full copies of the contract documents are available for review in the Jacobs office.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Project Description</th>
<th>Original $</th>
<th>No. of Changes</th>
<th>This Change</th>
<th>Total Changes</th>
<th>Total Contract to Date</th>
<th>Contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction Contracts – Ratification</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunardi Electric</td>
<td>Technology Contingency (201C)</td>
<td>$1,900.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dan Davis Communications</td>
<td>Austin Demolition and Removal/Relocation of Portables (301B)</td>
<td>$3,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roy’s Sewer Service</td>
<td>Performing Arts (306A)</td>
<td>$1,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sausalito Movers</td>
<td>ADA Upgrades (309A)</td>
<td>$850.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treemasters</td>
<td>New Academic Center (303B)</td>
<td>$3,270.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trahan Mechanical</td>
<td>General Operating Costs (850B)</td>
<td>$569.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REWest Builders</td>
<td>ADA Upgrades (309A)</td>
<td>$1,279,717.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midstate Construction</td>
<td>Performing Arts (306A)</td>
<td>$568.34</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Change Orders - Approval</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wright Contracting Inc.</td>
<td>New Academic Center (303B)</td>
<td>$18,995,000.00</td>
<td>5</td>
<td>$34,742.00</td>
<td>$620,703.00</td>
<td>$19,615,703.00</td>
<td>3.2%</td>
</tr>
<tr>
<td><strong>Professional Services Amendments - Ratification</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TLCD</td>
<td>New Academic Center (303B)</td>
<td>$2,208,720.00</td>
<td>12</td>
<td>$5,220.00</td>
<td>$292,995.00</td>
<td>$2,501,715.00</td>
<td></td>
</tr>
<tr>
<td>LSA</td>
<td>Cultural Resources Monitoring (810B)</td>
<td>$54,100.00</td>
<td>18</td>
<td>$7,500.00</td>
<td>$246,884.48</td>
<td>$300,784.48</td>
<td></td>
</tr>
<tr>
<td>Amy Skewes Cox</td>
<td>District CEQA Consultant (810A)</td>
<td>$7,500.00</td>
<td>2</td>
<td>$500.00</td>
<td>$2,416.00</td>
<td>$9,916.00</td>
<td></td>
</tr>
<tr>
<td>Stellar Environmental Services</td>
<td>New Academic Center (303B)</td>
<td>$92,633.00</td>
<td>5</td>
<td>$51,675.00</td>
<td>$98,862.41</td>
<td>$191,495.41</td>
<td></td>
</tr>
<tr>
<td><strong>Professional Services Agreement - Ratification</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ballard &amp; Watkins</td>
<td>ADA Upgrades (309A)</td>
<td>$60,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## FISCAL IMPACT:
These contract changes will be paid from Measure C bond funds.

## RECOMMENDATION:
The Superintendent/President recommends that the Board approve or ratify the above-listed change orders and amendments.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Administrator Approving Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura McCarty</td>
<td>David Wain Coon, Ed. D.</td>
</tr>
<tr>
<td>Director of Modernization</td>
<td>Superintendent/President</td>
</tr>
</tbody>
</table>
To: Board of Trustees  
From: Superintendent/President  
Subject: Authorization to Sign on Behalf of the Governing Board, June 18, 2014 – August 18, 2014  
Reason for Board Consideration: APPROVAL  
Enclosure(s): Resolution 2014-15

BACKGROUND:

The Board of Trustees will not meet again until August 19, 2014. In order to aid in the efficient execution of District Business, it is recommended that Trustees delegate statutory power to the Superintendent/President. If approved, the attached resolution will grant the Superintendent/President the following authority:

- To handle routine human resources matters to the Superintendent/President of the Marin Community College District (“District”) or his designee;
- To contract to the Superintendent/President of the District or his designee; and
- The contracts and routine human resources matters approved by the Superintendent/President of the District or his designee pursuant to this delegation shall be submitted to the Board for ratification.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution authorizing signature authority on behalf of the Board of Trustees as described on the attached Resolution for the period of June 18, 2014 – August 18, 2014.
WHEREAS, the Board of Trustees of the Marin Community College District (“Board”) will not hold another regular meeting until August 19, 2014;

WHEREAS, Education Code section 70902, subdivision (d) permits a governing board of a community college district to, by majority vote, adopt a rule delegating any statutory power vested in the governing board, other than those expressly made nondelegable by statute, to a district’s chief executive officer or any other employee or committee.

WHEREAS, Education Code section 70902, subdivision (d) requires that any delegation of board power contain limits on such delegation.

WHEREAS, Education Code section 81655 authorizes a community college district’s governing board, by a majority vote, to delegate to the district’s superintendent, or to such persons as he may designate, the power to contract, subject to the provision that “… no contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted”; and

WHEREAS, in order to aid in the efficient execution of various routine personnel matters by the Human Resources Department, the Board finds it necessary to delegate its statutory powers over personnel actions to the Superintendent/President or his designee;

WHEREAS, in order to maintain the business and operations of the Marin Community College District, the Board finds it necessary to delegate its power to contract to the Superintendent/President or his designee;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Marin Community College District (“Board”) hereby resolves, determines, and finds the following:

1) That the foregoing recitals are true and correct;

2) The Board hereby delegates the authority to handle routine human resources matters to the Superintendent/President of the Marin Community College District (“District”) or his designee;

3) The Board hereby delegates the authority to contract to the Superintendent/President of the District or his designee; and
4) The contracts and routine human resources matters approved by the Superintendent/President of the District or his designee pursuant to this delegation shall be submitted to the Board for ratification.

APPROVED, PASSED AND ADOPTED this 17th day of June, 2014, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, David Wain Coon, Superintendent/President of the Marin Community College District of Marin County, California, do hereby certify that the Board of Trustees adopted the foregoing resolution at a regular meeting at the time and by the vote above stated.

___________________________________________
David Wain Coon, Ed.D.
Secretary to Board of Trustees
BACKGROUND:

Board Policy 6150 Designation of Authorized Signatures states that the Board of Trustees will authorize and approve all authorized signatures. Authority to sign orders and other transactions on behalf of the Board of Trustees is delegated to the Superintendent/President and other officers appointed by the Superintendent President.

The District is no longer required to submit the signature authorizations to the Marin County Office of Education since the College is fiscally accountable.

The authorization of signatures allows normal business to proceed on a timely basis.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution authorizing signature authority on behalf of the Board of Trustees as described on the Resolution for the 2014/2015 Fiscal Year.
WHEREAS, Board Policy 6150 states that the Board of Trustees will authorize and approve all authorized signatures, and

WHEREAS, authority to sign orders and other transactions on behalf of the Board is delegated to the Superintendent/President and other officers appointed by the Superintendent/President;

WHEREAS, the authorization to sign is based on the District’s purchasing matrix as posted on the Fiscal Services Department website (attached);

WHEREAS, the authorization to sign enables the District to conduct normal business in a timely manner;

NOW, THEREFORE BE IT RESOLVED that signature authorization be approved for the individuals in the following positions for the 2014/2015 fiscal year;

<table>
<thead>
<tr>
<th>Position</th>
<th>Authority to Sign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent/President</td>
<td>Financial Transactions</td>
</tr>
<tr>
<td></td>
<td>Loan Requests/Tax Revenue Anticipation Notes</td>
</tr>
<tr>
<td></td>
<td>Contracts, Agreements, Leases</td>
</tr>
<tr>
<td></td>
<td>Academic Transactions</td>
</tr>
<tr>
<td></td>
<td>Advancement Transactions</td>
</tr>
<tr>
<td>Vice President, Finance &amp; College Operations</td>
<td>Financial Transactions</td>
</tr>
<tr>
<td></td>
<td>Loan Requests/Tax Revenue Anticipation Notes</td>
</tr>
<tr>
<td></td>
<td>Contracts, Agreements, Leases</td>
</tr>
<tr>
<td></td>
<td>Health and Welfare Benefits</td>
</tr>
<tr>
<td></td>
<td>Associated Student Checks</td>
</tr>
<tr>
<td></td>
<td>Signature Authority on behalf of Superintendent/President</td>
</tr>
<tr>
<td></td>
<td>Advancement Transactions</td>
</tr>
<tr>
<td>Vice President, Student Learning</td>
<td>Academic Transactions</td>
</tr>
<tr>
<td></td>
<td>Academic Site/Clinical Agreements</td>
</tr>
<tr>
<td></td>
<td>Advancement Transactions</td>
</tr>
<tr>
<td>Vice President, Student Services</td>
<td>Academic Transactions</td>
</tr>
<tr>
<td></td>
<td>Associated Student Checks</td>
</tr>
<tr>
<td></td>
<td>Advancement Transactions</td>
</tr>
<tr>
<td>Executive Director of Human Resources and Labor Relations</td>
<td>Labor Agreements</td>
</tr>
<tr>
<td>Director, Fiscal Services</td>
<td>Financial Transactions</td>
</tr>
<tr>
<td></td>
<td>Loan Requests/Tax Anticipation Notes</td>
</tr>
<tr>
<td></td>
<td>Signature Authority on behalf of VP Finance &amp; College Operations</td>
</tr>
<tr>
<td>Senior Accountants</td>
<td>Financial Transactions</td>
</tr>
</tbody>
</table>

Continued
The foregoing Resolution was adopted upon motion of Trustee ______________________ seconded by Trustee ______________________, at a regular meeting on this 17th day of June, 2014, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA

COUNTY OF MARIN

I, David Wain Coon, Superintendent/President 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.

________________________________________
Secretary to the Board of Trustees
### GENERAL PURPOSE PURCHASES

<table>
<thead>
<tr>
<th>TYPE OF PURCHASE</th>
<th>TOTAL AMOUNT OF PURCHASE</th>
<th>QUOTE OR SOLICITATION REQUIREMENTS</th>
<th>SIGNATURE AUTHORITY</th>
<th>PURCHASE OR CONTRACT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Minor Purchases: products, materials, supplies, (non-consultant) maintenance/repairs and services.</td>
<td>$1 to $1,000</td>
<td>Not required.</td>
<td>VP of College Operations or Fiscal Services</td>
<td>Paid via CAL-Card by the purchasing cardholder or paid via Check Request by Accounting</td>
</tr>
<tr>
<td>2. Minor Purchases: products, materials, supplies, (non-consultant) maintenance/repairs and services.</td>
<td>$1,001 to $10,000</td>
<td>One documented written or catalog quote.</td>
<td>VP of College Operations or Fiscal Services</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
<tr>
<td>3. Major Purchases: products, equipment, supplies, (non-consultant) maintenance/repairs and services.</td>
<td>$10,001 to statutory bid limit</td>
<td>At least 3 written price quotations. If only one vendor, provide sole source justification.</td>
<td>Superintendent/President or Vice President College Operations</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
<tr>
<td>4. Formal Competitive Purchases: equipment, materials, supplies, maintenance/repairs and non-consultant services.</td>
<td>Over statutory bid limit</td>
<td>Advertise competitive bid or RFP by Purchasing Department.</td>
<td>BOT approval required before signature by President or VP College Operations</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
</tbody>
</table>

### PUBLIC PROJECTS PURCHASES

<table>
<thead>
<tr>
<th>PUBLIC PROJECTS PURCHASES</th>
<th>TOTAL AMOUNT OF PURCHASE</th>
<th>QUOTE OR SOLICITATION REQUIREMENTS</th>
<th>SIGNATURE AUTHORITY</th>
<th>PURCHASE OR CONTRACT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Public Projects - facility construction, alteration, renovation, demolition, painting or repair.</td>
<td>$1 to $14,999</td>
<td>At least 3 or more written price quotations obtained by Facilities or Modernization.</td>
<td>Superintendent/President or Vice President College Operations</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
<tr>
<td>6. Public Projects, Formal Bid - facility construction, alteration, renovation, demolition, painting or repair.</td>
<td>$15,000 or more</td>
<td>Formal advertised bids by Purchasing Department.</td>
<td>BOT approval required before signature by President or VP College Operations</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
</tbody>
</table>

### PROFESSIONAL SERVICES/CONSULTANTS

<table>
<thead>
<tr>
<th>PROFESSIONAL SERVICES/CONSULTANTS</th>
<th>TOTAL AMOUNT OF PURCHASE</th>
<th>QUOTE OR SOLICITATION REQUIREMENTS</th>
<th>SIGNATURE AUTHORITY</th>
<th>PURCHASE OR CONTRACT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Professional Services/Independent Contractor (Consultant) i.e., Medical, Legal, Financial Advising, Engineers, Experts, Lecturers, etc.</td>
<td>$1 to $14,999</td>
<td>The Requesting Department management staff obtains qualification data, rates and prices from two Vendors who can perform the work and provides the best value to COM.</td>
<td>Director of Modernization or Vice Presidents or Superintendent/President</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
<tr>
<td>8. Professional Services/Independent Contractor (Consultant) i.e., Medical, Legal, Financial Advising, Engineers, Experts, Lecturers, etc.</td>
<td>$15,000 to $40,000</td>
<td>The Requesting Department management staff obtains qualification data, rates and prices from two Vendors who can perform the work and provides the best value to COM.</td>
<td>VP of College Operations or Superintendent/President</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
<tr>
<td>9. Professional Services/Independent Contractor (Consultant) i.e., Medical, Legal, Financial Advising, Engineers, Experts, Lecturers, etc.</td>
<td>$40,001 to statutory bid limit</td>
<td>The Requesting Department management staff obtains qualification data, rates and prices from two Vendors who can perform the work and provides the best value to COM.</td>
<td>VP of College Operations and Superintendent/President</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
<tr>
<td>10. Professional Services/Independent Contractor (Consultant) i.e., Medical, Legal, Financial Advising, Engineers, Experts, Lecturers, etc.</td>
<td>Over statutory bid limit</td>
<td>Advertise competitive bid or RFP by Purchasing Department.</td>
<td>BOT approval required before signature by Superintendent/President or VP College Operations</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
<tr>
<td>11. Textbooks, library books, and educational films, audiovisual materials, test materials, workbooks, instructional computer software packages or periodicals</td>
<td>All</td>
<td>None, but is preferable to request competitive pricing.</td>
<td>Vice President of Student Learning and Dean over Library Services</td>
<td>Purchase Order generated by Purchasing Department to encumber funds.</td>
</tr>
</tbody>
</table>

**FOOTNOTES:**

1. Statutory Bid Limit is adjusted annually to reflect annual increase. Per California Community Colleges Chancellor’s Office memorandum dated January 3, 2014 the new threshold effective January 1, 2014 is $84,100
2. Public Projects include: construction, reconstruction, alteration, renovation, improvement, demolition, painting, major remodeling, cabling and major repair work as per California Public Contract Code Section 22002(c)(1)
3. Reviewed for compliance California Education Code Section 88003.1 before issuance of Purchase Order/Contract
4. As per California Education Code Section 81651
5. Public Projects threshold as per California Public Contract Code Section 20651(b)

WSCA Contracts can be found at [http://www.des.wa.gov/services/ContractingPurchasing/CurrentContracts/Pages/ContractsWSCA.aspx](http://www.des.wa.gov/services/ContractingPurchasing/CurrentContracts/Pages/ContractsWSCA.aspx)
**BACKGROUND**

The Marin Emergency Radio Authority (MERA) is a Joint Powers Authority in Marin County, California, formed in 1998 to plan, implement and manage a countywide public safety and emergency radio system for the use of all member agencies including Fire, Police, Public Works, Special Districts, Transportation and other Emergency Responders, to facilitate the protection of lives and property and enhance the safety of citizens, workers and visitors. This system helps unify public safety response and ensures communication among individual agencies and departments. The system of 17 base station radio and receiver sites provides regional or countywide radio communications among dispatch centers and mobile units throughout the county.

At the November 19, 2013 meeting of the Board of Trustees, a presentation on MERA and the services currently provided to the County of Marin and the services they hope to provide in the future. MERA is requesting that the Board of Trustees approve a resolution in support of their proposed County-Wide Public Safety Communications System and associated parcel tax for implementation and maintenance of the new system.

A Representative from MERA will be present to answer any questions Trustees may have.

**RECOMMENDATION**

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution Supporting and Endorsing a New County Wide Public Safety Communications System
SECTION 1. FINDINGS
Whereas the Marin Community College District Board of Trustees does hereby find and declare the following:

I. Public safety and emergency radio communications are vital to our first responders and the communities they serve. Public safety and emergency radio communications in our jurisdiction are currently provided by our membership in the Marin Emergency Radio Authority.

II. The Marin Emergency Radio Authority is a joint exercise of powers agency comprised of the City of Belvedere, Bolinas Fire Protection District, Town of Corte Madera, Town of Fairfax, Inverness Public Utility District, Kentfield Fire Protection District, City of Larkspur, County of Marin, Marin Community College District, Marinwood Community Services District, City of Mill Valley, Novato Fire Protection District, City of Novato, Town of Ross, Ross Valley Fire Department, Town of San Anselmo, City of San Rafael, City of Sausalito, Southern Marin Fire District, Town of Tiburon, Tiburon Fire Protection district, Central Marin Police Authority, Marin County Transit District, Marin Municipal Water District, and Stinson Beach Fire District, existing as an entity separate from its member agencies and organized under California Government Code Sections 6500, et seq., for the purpose of constructing and operating a countywide public safety and emergency radio system in the County of Marin.

III. The Marin Emergency Radio Authority has determined the need to replace the existing countywide public safety and emergency radio system as a result of several factors that include the age and obsolescence of the current system, user demand exceeds the current system’s capacity, the current system cannot meet new FCC standards that are effective in 2017, and federal law that requires that the current public safety and emergency radio frequencies be turned back to the federal government in 2021. The Marin Emergency Radio Authority plans to have a new replacement system operational in 2018 to ensure reliable public safety and emergency radio communications.

IV. On December 11, 2013, the Governing Board of the Marin Emergency Radio Authority approved a project financing plan that includes the levy of a parcel tax (the “Parcel Tax”) to finance the capital costs of the new system to offset such costs to its member agencies. The proposed Parcel Tax is $29.00 annually per parcel for a single family residence, and varies based on land use, such as multi-family housing, commercial, industrial and agricultural uses, and includes an exemption for income-qualified senior homeowners. The Parcel Tax is scheduled to be submitted to Marin County voters at the November 4, 2014 election.

V. On December 11, 2013, the Governing Board of the Marin Emergency Radio Authority further approved the establishment of an Independent Citizen Oversight Committee to review the collection and expenditure of the Parcel Tax revenues. The Committee would consist of at least five members, who would be residents of Marin County.

SECTION 2. RESOLUTION
Now, therefore, based on the findings contained in Section 1 above, the Marin Community College District Board of Trustees does hereby resolve to support and endorse the Parcel Tax as approved by the Governing Board of the Marin Emergency Radio Authority Governing Board.

SECTION 3. VOTE

The foregoing Resolution was adopted upon motion of Trustee ______________________ seconded by Trustee __________________________, at a regular meeting on this 17th day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA  )
    )
COUNTY OF MARIN     )

I, David Wain Coon, Superintendent/President 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.

_____________________________________________
Secretary to the Board of Trustees
REQUEST:
Receive a presentation on the proposed funding mechanism for the second generation Marin Emergency Radio Authority public safety communications system and approve a Resolution supporting and endorsing the proposed parcel tax as the funding mechanism for capital costs of this project.

DISCUSSION:

1. Introduction:

Marin Emergency Radio Authority (MERA) is a collection of public agencies formed in 1998 to plan, implement and manage a countywide public safety and emergency radio system for the use of all member agencies. All Marin County public safety agencies can communicate through MERA, including police departments, fire departments, public works departments, animal control, transportation agencies and parks departments. MERA provides crucial public safety communications to 25 member agencies, both day-to-day and during and after a major emergency or natural disaster.

In addition to the Marin County agencies there are a number of partner agencies that include the California Highway Patrol dispatch, Golden Gate Transit dispatch, US Coast Guard, Petaluma Police dispatch, Sonoma County Sheriff dispatch, State Emergency Management and Mutual Aid, to name a few.

MERA radio communications is the backbone of the 911 emergency response system. It provides the communications link between 911 public safety dispatch centers and the field units that respond to emergencies.

MERA and local Police and Fire Chiefs provided a presentation in the fall of 2013 to all MERA member agencies describing the status of the Gen I system and plans for the Gen II system.
2. Why the MERA Gen I System Must Be Upgraded:

The current Gen I system will face several significant risks over the next few years. The “history” of MERA can be traced back to 1995 when the County of Marin initiated a “needs assessment” for a countywide radio system. Over the course of the next few years, outreach and feasibility studies were conducted and an Oversight Committee was created. In 1998 “MERA” was officially formed. In February 1999, the MERA Board authorized the sale of bonds in the amount of $26,940,000 to finance the first MERA radio system. The system was designed to accommodate 1,580 mobile and portable radios with expansion capacity to 2,500 radios. As we look to replace the Gen I system in 2018, the key risks are listed below:

- **Reliability** – The current system was designed in 1998 and has been in service since 2004. By 2018, it will be 20 years past its design phase and will have been in service for 14 years. Key components are no longer being manufactured and MERA is finding it increasingly difficult to locate replacement equipment. While MERA believes we can maintain a reliable system until 2018, system reliability will continue to decrease over time.

- **Capacity** – The Gen I system was designed to gradually increase to 2,500 users over 20 years. We are already past that mark at nearly 2,900 users with requests for additional radios on a regular basis.

- **Coverage** – We have been aware of areas that could greatly benefit from increased coverage. Key areas of concern have been in Southern Marin and West Marin.

- **Out of Compliance** – While the MERA Gen I system has been capable of upgrades to meet evolving FCC technical requirements, the Gen I system will not be capable of meeting new ‘narrow-banding’ requirements that will be in place in 2017.

- **Frequency Give Back** – Even if MERA could address all of the above risks, the FCC is now requiring that MERA give back its current UHF-T band frequencies in 2021.

It is this array of risks, taken in combination, which has driven MERA’s proposed Gen II system. The bottom line is that the Gen I system is approaching a time in which we will not be able to sustain the system and it needs to be replaced. To meet our “go-live” target of 2018, the replacement project needs to begin in 2015 with a solid funding source.

3. The Generation II System:

To mitigate the impending risks and to allow MERA and its member agencies to maintain a reliable public safety and emergency communications system, MERA has developed a proposal for a Next Generation (Gen II) communications system with the following features:

- **Response Times** - Reduce 911 response times with an upgraded radio network, better technology and additional user capacity. This will also reduce MERA radio user wait times, by reducing busy signals during major events.

- **Coverage** - Reduce response times and improve safety in certain areas of the county through additional coverage areas. The Gen II proposal includes two additional sites in Southern Marin and two additional sites in West Marin.
Increased Reliability - Provide upgraded radios, radio network, and dispatch consoles with the latest software, with streamlined user interfaces for maximum efficiency.

Compliance - Comply with new federal regulations in force over the next few years.

Move to 700 MHz - Offering regional interoperability throughout the Bay Area with a move to a 700 MHz system and additional access to the 800 MHz frequencies.

New Radios – Up-to-date radios and technology, supported by a more modern infrastructure, such as GPS tracking of resources as a potential example, that will be provided to first responder and safety personnel.

4. Generation II Funding:

The current MERA system was purchased using bonds that have obligations to the member agencies until August, 2020. Using this method of funding the Generation II system would require MERA member agencies to provide annual funding for the Generation II bonds, beginning in FY 15/16 and ending in FY 35/36.

To minimize the impacts to local government budgets for the Next Generation system, several funding alternatives have been explored. As mentioned in the Round I presentation, MERA did look at different funding mechanisms, such as a sales tax or general obligation bond, but found much less community support for those options. Additional potential funding alternatives include grants and low interest loans, and a parcel tax. MERA has selected a parcel tax as the best and most viable option available to raise the necessary funds to successfully complete the project.

This does not mean that the County and MERA have not been seeking grant funds. In fact, Marin County has been successful in securing over $6,000,000 in grants for the Next Generation system. Grants have supported system design studies, and the installation of backbone radio elements, dispatch consoles and microwave components. However, we do not believe that grant funding will cover all of the costs of the Next Generation system, nor do we believe it prudent to presume any particular level of grant funding into the future. We will continue to look for grant opportunities that could potentially reduce the level of parcel tax in the future as well as opportunities to minimize operating and maintenance costs.

At the same time, we are very concerned about the impact of the Parcel Tax failing to pass. If that should occur, MERA and its member agencies would need to either quickly find another funding mechanism, such as the traditional or existing method of MERA member contributions described later, or having each MERA member possibly licensing and funding their own communications systems, while trying to cooperate in some means of creating interoperability across multiple systems with limited coverage.

The County of Marin is the legal entity that must place the parcel tax on the ballot as MERA itself does not have the legal authority to do so. Bonds in the amount of $46 million need to be issued to provide adequate funding for the new system.
5. Generation II Budget:

The proposed budget for the MERA Generation II system is $40 million, with an additional $6.3 million in additional bond costs. This assumes a reuse of building and towers were appropriate as well as a 1 for 1 replacement of field radios for MERA member agencies.

| Site Development and Upgrades, Environmental Compliance, Licensing & Leases | $10.6M |
| Radio Communication System, Site Equipment and Dispatch Consoles | $13.9M |
| Microwave System | $5.0M |
| Mobile and Portable Radios | $10.5M |
| **SUBTOTAL CAPITAL COSTS (Includes Contingency)** | **$40.0M** |
| Bond Capitalized Interest | $2.3M |
| Bond Reserve Fund | $3.6M |
| Bond Issuance Costs | $0.4M |
| **TOTAL BOND ISSUANCE** | **$46.3M** |

(All figures are in millions)

To provide an illustration of the potential impacts on MERA member agencies from the traditional vs. Parcel Tax means of funding the Gen II system, the following table and charts were developed. MERA first looked at using the same mechanism as was used for the Gen I bond funding, with costs spread equally across twenty years. This resulted in a significant impact during the first several years of Gen II funding that overlap with the final years of Gen I funding. This model was shared during the Round I presentations.

Recognizing the impacts of that model, MERA has looked at an alternative for Gen II funding should the Parcel Tax fail to pass. In this model, a smoothing technique is used in which MERA members would make interest only payments from FY 15/16 thru FY 20/21, reducing the impacts of these overlapping years, with payments being caught up in the remaining thirteen years. It is this model that is illustrated below. It should be noted that MERA has adopted the Parcel Tax as its method to fund the Gen II system and that the Gen II figures below are provided as an illustration of the potential impacts should the Parcel Tax fail to pass.

**Annual MERA System-wide Capital Costs if Parcel Tax Fails to Pass (Gen II with smoothing):**

<table>
<thead>
<tr>
<th></th>
<th>FY 13/14</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
<th>FY 21/22</th>
<th>FY 22/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gen I</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$2,347</td>
</tr>
<tr>
<td>Gen II</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$4,400</td>
<td>$4,400</td>
</tr>
<tr>
<td>Total</td>
<td>$2,347</td>
<td>$2,347</td>
<td>$4,547</td>
<td>$4,547</td>
<td>$4,547</td>
<td>$4,547</td>
<td>$4,547</td>
<td>$4,547</td>
<td>$4,400</td>
<td>$4,400</td>
</tr>
</tbody>
</table>

(All figures are in thousands)
Annual MERA System-wide Capital Costs if the Parcel Tax Wins Approval:

(All figures are in thousands)

Annual MERA System-wide Capital Costs if Parcel Tax Fails to Pass with Smoothing:

(All figures are in thousands)

It should be noted that MERA has not adopted a traditional or smoothed mechanism for funding of the Gen II system as we believe the Parcel Tax method best serves our member agencies, but these mechanisms are included in this report to illustrate the need to focus the efforts and energies of MERA and our member agencies on the success of the Parcel Tax proposal.

6. Operating and Maintenance Estimates:

During the MERA Round I presentations, there were a number of requests for information on Operating and Maintenance costs as we move forward. Looking at our current costs and those of other similar systems, MERA staff has developed estimates through FY 2022. These costs, impacted by both inflation and the need to operate and maintain an expanded system, show an average annualized increase of 7.4%.
As you review these figures, please keep two caveats in mind: first, that the future Operating and Maintenance costs are educated estimates; second, that the individual figures for local jurisdictions (later in this staff report) assume that there will be no additional MERA members or changes to the cost-sharing mechanism.

**Estimated MERA System-wide Operations and Maintenance Costs thru FY 22/23:**

<table>
<thead>
<tr>
<th>FY 13/14</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
<th>FY 21/22</th>
<th>FY 22/23</th>
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<td>$1,650</td>
<td>$1,728</td>
<td>$1,795</td>
<td>$1,866</td>
<td>$2,374</td>
<td>$2,580</td>
<td>$2,536</td>
<td>$2,624</td>
<td>$2,753</td>
<td>$2,870</td>
</tr>
</tbody>
</table>

(All figures are in thousands)

**Estimated MERA System-wide Operations and Maintenance Costs thru FY 22/23:**

(All figures are in thousands)

One option MERA is considering is a Service Upgrade Agreement (SUA). As an example of a SUA, MERA would receive bi-annual system and technology upgrades for the first ten years of the system’s life. We currently estimate that this option could increase MERA’s Operating and Maintenance costs by $450,000 per year over the first ten years of the Gen II system while putting MERA in an upgraded position as the Gen II system enters its second decade. We anticipate asking that potential vendors provide a separate description and cost description from the core project proposal to allow MERA to evaluate the value of this additional feature.

MERA understands that technology life is a concern of MERA member agencies as it is for MERA itself. In addition to the SUA, the RFP process provides MERA an opportunity to extensively investigate and review this issue with potential vendors. An RFP was prepared and issued by the County in June 2010 and is attached as Appendix G to the Feasibility Study. That RFP provided valuable information to our planning process, but has lapsed and will need to be updated, reissued and a competitive process initiated once funding is secured. The MERA Governing Board will approve the process, determining what additional expertise is desired to finalize an RFP, and what expertise is desired for reviewing proposals. As a reminder, the Governing Board includes one representative from each MERA member agency.
The eventual RFP will contain criteria to rank responders on a number of issues. Projected system life is one of the factors to be considered by the Governing Board in making their final vendor selection.

7. Combined Cost Impacts:

With the additional information of the Operating and Maintenance estimations, we can also look at the combined costs of the Gen I, Gen II and Operating and Maintenance costs to further illustrate the importance of the Parcel Tax proposal on MERA member agencies. The following charts show the total of the Gen I Bonds with Operating and Maintenance, should the Parcel Tax pass, and then the combined costs of Gen I and Gen II with Operating and Maintenance costs should the Parcel Tax fail as well as with the smoothing formula. As the Operating and Maintenance estimates go thru FY 2022, these graphs show the impact through that fiscal year.

**Annual Capital and O&M MERA System-wide Member Costs if the Parcel Tax Passes:**

(All figures are in thousands)

**Annual Capital and O&M MERA System-wide Member Costs if the Parcel Tax Fails with Smoothing:**

(All figures are in thousands)
8. MERA Member Agency Expense Estimates:

The data included in this section are estimates developed for your agency. As a reminder, the Generation I bond cost is based on the current costs and adopted funding mechanism. The Generation II cost above assumes the Parcel Tax fails AND that there are no changes in the current MERA funding mechanisms for distribution of costs across member agencies and that with the smoothing model there is an assumption of interest only payments for seven years with increased annual costs for the remaining thirteen years. Lastly, the Operating and Maintenance cost is based on existing current costs and an educated estimate for future years that also assumes that MERA member costs will be distributed as are Generation I bond costs.

a. Generation I Bond Costs: $8,000 annually thru FY 20/21.

b. Generation II Bond Costs with Smoothing: $8,000 annually from FY 15/16 thru FY 20/21 and $16,000 from FY 21/22 thru FY 35/36.

c. Operating and Maintenance Costs: (Estimated)

<table>
<thead>
<tr>
<th>FY 13/14</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
<th>FY 21/22</th>
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<tr>
<td>$6</td>
<td>$6</td>
<td>$6</td>
<td>$7</td>
<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>$10</td>
<td>$10</td>
<td></td>
</tr>
</tbody>
</table>

(All figures in thousands)

d. Parcel Tax Passes: Gen I Bond Costs and Operating and Maintenance Costs: (Estimated)

<table>
<thead>
<tr>
<th>FY 13/14</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
<th>FY 21/22</th>
<th>FY 22/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14</td>
<td>$14</td>
<td>$14</td>
<td>$15</td>
<td>$17</td>
<td>$17</td>
<td>$17</td>
<td>$10</td>
<td>$10</td>
<td></td>
</tr>
</tbody>
</table>

(All figures in thousands)

e. Parcel Tax Fails: Gen I and II Bond Costs and Operating and Maintenance Costs With Smoothing: (Estimated)

<table>
<thead>
<tr>
<th>FY 13/14</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>FY 20/21</th>
<th>FY 21/22</th>
<th>FY 22/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14</td>
<td>$14</td>
<td>$22</td>
<td>$23</td>
<td>$25</td>
<td>$25</td>
<td>$25</td>
<td>$26</td>
<td>$26</td>
<td></td>
</tr>
</tbody>
</table>

(All figures in thousands)

9. Latest Polling Data:

MERA has recently conducted a second public opinion survey. This survey focused on the details of the Parcel Tax as described in this staff report. As mentioned in the Round I presentations, the 2013 survey was broad based and helped to develop the funding proposal. The
findings of the January 2014 survey include:  (Poll conducted 01/26-29/14 with 400 surveys and a margin of error of 4.5%)

- Support for a $29 parcel tax measure is marginally higher than the $45 measure tested in 2012.
- However, support still falls short of the two-thirds vote threshold both initially (62%) and after positive arguments (64%).
- The lowering of the Parcel Tax to $29 was offset by the diminished concern about the need for reliable emergency communications among respondents.
- The two strongest arguments in favor of a measure cite the need for communications during a natural disaster and highlight how a new system would improve 911 response times.
- A public information effort is needed to raise awareness of the importance of the MERA system and the need to replace the current system with the Gen II system.

By the time that the second round of presentations is complete, MERA will have delivered 48 presentations throughout Marin County on the future of the MERA system and the need for the Generation II system, with public, council and board feedback. In addition, MERA has already held 11 Strategic Plan development meetings and 56 implementation meetings. This work has been accomplished by the MERA Governing Board, Executive Board, Project Oversight Committee, Finance Committee, Governance Workgroup and the Operations and System Technology Workgroup.

MERA will also be conducting a proactive public education campaign, including firefighters, police and direct community outreach, from April thru June to increase public awareness of MERA and the critical importance of this project.

10. Tentative Gen II Project Timeline:

11/2014: Parcel Tax Election  
03/2015: Request for Proposal  
11/2015: Contract Negotiations  
01/2016: Detailed Design Review  
06/2016: Begin Implementation  
09/2017: System Cutover  
01/2018: System Acceptance  
03/2018: Project Completion

11. Parcel Tax Details:

The Parcel Tax has been developed by the MERA Finance Committee and is based on a study by NBS. The Parcel Tax details for different property types are shown below.
Proposed Parcel Tax Rates:

<table>
<thead>
<tr>
<th>Property Description</th>
<th>Method</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family Residential</td>
<td>Per Parcel</td>
<td>$29.00</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>Per Unit</td>
<td>$26.10</td>
</tr>
<tr>
<td>Agricultural</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 5 Acres – Small</td>
<td>Per Parcel</td>
<td>$29.00</td>
</tr>
<tr>
<td>Greater than 5 acres – Large</td>
<td>Per Parcel</td>
<td>$58.00</td>
</tr>
<tr>
<td>Commercial, Industrial and Utility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to ½ acre</td>
<td>Per Parcel</td>
<td>$87.00</td>
</tr>
<tr>
<td>Greater than ½ acre &amp; up to 1 acre</td>
<td>Per Parcel</td>
<td>$174.00</td>
</tr>
<tr>
<td>Greater than 1 acre</td>
<td>$174 per parcel + $29/acre</td>
<td>Up to cap of $2,500.00</td>
</tr>
</tbody>
</table>

Parcel Tax Revenues by Category:

<table>
<thead>
<tr>
<th>Parcel Tax Categories</th>
<th># of Parcels</th>
<th>Tax Units</th>
<th>Total Parcel Tax</th>
<th>Average per Parcel</th>
<th>Median</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>81,107</td>
<td>81,107</td>
<td>$2,352,103</td>
<td>$29</td>
<td>$29</td>
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<tr>
<td>Multi-Family</td>
<td>4,986</td>
<td>24,551</td>
<td>$640,791</td>
<td>$129</td>
<td>$52</td>
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<tr>
<td>Agricultural</td>
<td>715</td>
<td>1,361</td>
<td>$39,469</td>
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<td>$58</td>
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<tr>
<td>Commercial, Industrial &amp; Utility</td>
<td>4,015</td>
<td>10,360</td>
<td>$585,193</td>
<td>$145</td>
<td>$87</td>
</tr>
</tbody>
</table>

The proposed parcel tax will include exemptions for income qualified senior homeowners. The parcel tax proposal also includes the formation of an Independent Citizen Oversight Committee that shall review the collection and expenditure of tax revenues collected under the authority of the parcel tax measure.

During the latter half of 2013, all MERA member agencies were provided with an overview of the system, the current challenges and the proposed solution and funding mechanism. As a result of that process and the feedback received, MERA reviewed and updated the proposal, with the MERA Governing Board approving the updated plan on 12/11/2013. The current action plan for the project is that beginning in February, 2014 through June, 2014 each MERA member agency will be asked to formally endorse the project funding plan for the Next Generation MERA system. In July, 2014, a request will be made to the County of Marin Board of Supervisors to put a countywide parcel tax measure on the ballot in November, 2014.

**ACTION ITEM:**

With the support of all of the MERA member agencies, we will be able to continue and improve our countywide public safety communications system for years to come with a Parcel Tax based
on a single-family residence assessment of just $29 per year. With your support, we can build on the already strong public support identified in our polling and help inform our community of the importance of this Parcel Tax on the November 2014 ballot.

MERA would like to reiterate that the Gen I system needs to be replaced in 2018 and while that is still four years away, it will be a busy four years. Delays will increase the risk of degraded public safety communications and equipment failure. MERA also believes that the successful passage of the Parcel Tax is in the best interest of MERA and for your organization in order to fund this critical project.

To that end, MERA is requesting that each MERA member agency pass a resolution to support and endorse the proposed MERA Parcel Tax. The attached resolution is being provided to each MERA member agency with the intent that all of the resolutions will be provided to the Marin County Board of Supervisors as MERA seeks to have the Parcel Tax placed on the November 2014 ballot.

**FISCAL IMPACT:**

None at this time, but significant potential costs should the Parcel Tax fail.

**ALTERNATIVES:**

Do not approve the Resolution of Support for the MERA Parcel Tax.

**ATTACHMENTS:**

1. Draft Resolution
WE’RE CONNECTED FOR YOUR SAFETY:
All Marin County public safety agencies can communicate through MERA, including police departments, fire departments, public works departments, animal control, transportation agencies and parks departments!

MERA MEMBERS:
• County of Marin
• City of Belvedere
• Town of Corte Madera
• Town of Fairfax
• City of Larkspur
• City of Mill Valley
• City of Novato
• Town of Ross
• Town of San Anselmo
• City of San Rafael
• City of Sausalito
• Town of Tiburon
• Bolinas Fire Protection District
• Central Marin Police Authority
• Inverness Public Utility Dist.
• Kentfield Fire Protection District
• Marin Community College Dist.
• Marin Municipal Water District
• Marin Transit
• Marinwood Community Services District
• Novato Fire Protection District
• Ross Valley Fire Department
• Southern Marin Fire Prot. Dist.
• Stinson Beach Fire Prot. Dist.
• Tiburon Fire Protection Dist.

IMPORTANT FACTS ABOUT MERA SERVICES

MISSION: MERA is a collection of public agencies formed in 1998 to plan, implement and manage a countywide public safety and emergency radio system for the use of all member agencies. MERA provides crucial communications to 25 member agencies, both day-to-day and after a major emergency or natural disaster.

ABOUT: MERA radio communications is the backbone of the 911 emergency response system. MERA provides the communication link between 911 public safety dispatch centers and public safety units in the field that respond to emergencies. The MERA radio system gives the dispatch centers the ability to assign single or multiple responders (depending on the emergency) within just seconds of receiving a 911 call.

BUDGET: Annual Operating Budget is $1,651,432 in FY2013/14.

CHALLENGE: The system was designed to accommodate 1,580 mobile and portable radios with expansion capacity to 2,500 radios. Today it serves 2,897 radios, which is significantly above the projected total originally anticipated over the 20-year life of the system. The current system is not only more extensively used than expected, it is getting older and we must plan for a replacement system to ensure we can maintain our reliable emergency communications.

SOLUTION: MERA is planning for a Next Generation communications system that will:
✓ Sustain reliability during 911 emergencies and major disasters
✓ Enhance coverage due to more tower sites and other improvements
✓ Provide new radios with updated technology for first responders
✓ Improve response times due to hardware and software upgrades
✓ Comply with new regulations in force in the next few years
✓ Allow for expanded users and number of channels
✓ Offer regional interoperability in 10 Bay Area counties

FUTURE COST: Approximately $40 million, which would be financed with a parcel tax bond issuance, requiring a two-thirds vote for passage. Based on our current estimates, we anticipate the cost for a single-family residence to be approximately $2.50 per month. We are also including a low-income exemption for seniors and a Citizen’s Oversight Committee.

For more information, please visit MERA’s website at meraonline.org
FREQUENTLY ASKED QUESTIONS ABOUT MERA

1. What is MERA?
The Marin Emergency Radio Authority (MERA) is a Joint Powers Authority in Marin County formed in 1998 to plan, implement and manage a countywide public safety and emergency radio system for the use of all member agencies. Twenty-five member agencies use MERA routinely, encompassing every agency dealing with public safety in Marin County. Several other public safety partners also have access to the MERA communication system, including California Highway Patrol, Golden Gate Bridge District, Marin Humane Society, Golden Gate National Recreation Area and the Coast Guard.

2. Can I use it in an emergency?
Yes, you use it every time you call 911. MERA radio communications is the backbone of the 911 emergency response system. However, it is strictly for use by authorized public safety agencies and providers and cannot be used by private citizens. This is meant to ensure enough bandwidth is available during emergencies so lives can be saved in the most severe of disasters, including earthquake, flood or wildfire. MERA provides the communication link between 911 public safety dispatch centers and public safety units in the field that respond to emergencies. The MERA radio system gives the dispatch centers the ability to assign single or multiple responders (depending on the emergency) within just seconds of receiving a 911 call.

3. What challenges does MERA face?
The system was designed in 1998 to accommodate 1,580 mobile and portable radios with expansion capacity to 2,500 radios. Today it serves 2,897 radios, which is significantly above the total that was originally anticipated over the 20-year life of the system. The current system is not only used more extensively than expected, it is getting older and we must plan for a replacement system to ensure reliable emergency communications, both day-to-day and after a major emergency or natural disaster.

4. What would we gain with a Next Generation System?
✓ Sustained reliability during 911 emergencies and major disasters
✓ Better coverage due to more tower sites and other improvements
✓ New radios with updated technology for first responders
✓ Improved response times due to hardware and software upgrades
✓ Compliance with new regulations in force in the next few years
✓ Ability to expand users and number of channels
✓ Regional interoperability

5. How will the Next Gen Radio System reduce 911 Response Times?
✓ The Next Gen system will provide upgraded radio network and dispatch console systems with the latest software, with streamlined user interfaces for maximum efficiency
✓ The Next Gen system will reduce MERA radio user wait times, by adding more capacity and reducing busy signals during major events
✓ The Next Gen system will reduce emergency response times for some areas of the county with poor coverage, by improving coverage and response
✓ The Next Gen system simulcast configuration will reduce MERA radio user wait times, by adding more capacity and reducing busy signals during major events

6. Do my tax dollars pay for this service?
With the current system, MERA services are paid by member agencies, which are funded by tax dollars. The funding was designed so that each agency, and by extension each taxpayer, pays their fair share for the services they receive. For the Next Generation system, we are exploring a parcel tax paid directly by taxpayers to fund capital improvements. This would reduce the immediate impacts a capital plan would have on individual agencies, but member agencies would still have to pay for operating and replacement costs.

For more information, please visit MERA’s website at meraonline.org
7. **Can we use parts of the current system with the Next Generation system?**

Yes. We intend to re-use as much as we can, but the primary re-use will be structures and tower sites – which is a large capital investment we retain from the last generation of MERA. Much of the technological equipment, however, will be at the end of its life cycle by the time the Next Gen system is up and running. In addition, we need to maintain the current MERA system during construction of the Next Gen system and until all MERA users have completed their transition to the new system.

8. **These systems seem expensive. What are the costs based on?**

The system is comprised of different parts that work together seamlessly to support our entire public safety communications network. This system supports not a single agency, but 25 member agencies providing cost efficiencies that none of the 25 individual agencies would see if they developed their own systems. The costs emerge from a variety of component pieces, each of which is complex in its own right. One early portion of the project is site development and upgrades, environmental compliance, licensing and leases. The next component is the backbone of the system that includes the radio communication system, site equipment and dispatch consoles. The microwave radio system that connects all of the sites is another portion of the system. Finally, we connect an estimated 3,000 mobile and portable radios that support the police officers, fire fighters and other employees that function on the system and provide the services we can all recognize.

9. **Why was this particular system chosen as the replacement system?**

After years of study and input from every major public safety agency in the county, the consensus was an overwhelming “Yes” to the current proposal. We also had an outside firm review a variety of options (AECOM Report, April 2010) and they identified this Next Gen plan as the best option. Their recommendations were further reviewed by MERA members. Those efforts resulted in the current proposal.

10. **How much will this cost?**

MERA has developed a replacement project estimated at $40 million. Funding would come from a countywide parcel tax that if passed by voters would secure the necessary bond funds.

11. **Am I already paying a tax for MERA now, and will this be a new tax?**

Currently, there is no special “MERA tax.” The present system is funded by payments from member agencies, with different members paying different amounts according to their population and usage. MERA plans to ask voters to pay a $29 per year parcel tax to fund the bond for the Next Gen system. This will be a new tax, requiring a two-thirds vote for passage. In the current budget-tightening environment, it was not practical to ask MERA members (cities and towns) to somehow find more money they didn’t have to pay for the replacement system. Members will continue to fund MERA system operations.

12. **What if I’m a senior on a fixed income and I can’t afford another expense?**

Based on our current estimates, we anticipate the cost for a single-family residence to be approximately $2.50 per month. We are also inculding a low-income exemption for seniors.

13. **Will the bond be used to pay for public pension costs?**

No. The funds generated by this measure can only be spent for capital purposes, such as construction, communication equipment and towers. Funds cannot be spent for operating purposes such as administration, salaries and pensions.

14. **Who will place the tax initiative on the ballot? How and when?**

We will be asking the Marin County Board of Supervisors to place this measure on the ballot for the November 2014 election. That request to the Supervisors would likely occur in July or August 2014.

15. **If this is a problem for 2018, why are we talking about this in 2014?**

The process to develop a replacement system is a lengthy one. The current effort to create a funding source will run throughout 2014. If passed, funds from the parcel tax will begin providing revenues in 2015. Once the funding has been secured, a detailed RFP will be developed that specifies the system and capabilities we require within our available resources. After providing potential vendors time to prepare and deliver their proposals, it will take additional time to vet their proposals and select a final vendor(s) leading to contract negotiations. After that, it will take additional time to develop the new tower sites and infrastructure before the system can be used. The timeline is actually fairly quick for a project of this size and complexity.

16. **How can I find out more about MERA?**

To find out more information about MERA, please visit MERA’s website at meraonline.org.
# BOARD AGENDA ITEM

**To:** Board of Trustees  
**Date:** June 17, 2014  
**From:** Superintendent/President  
**Item & File No.:** C.12.D.  
**Subject:** Approve Resolution for Use of Educational Protection Account Revenue  
**Reason for Board Consideration:** APPROVAL  
**Enclosure(s):** Resolution 2014 - 18

## BACKGROUND:

Proposition 30, The Schools and Local Public Safety Protection Act of 2012 passed in November 2012. This proposition temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners ($250,000 for individuals and $500,000 for couples) for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

Districts have authority to determine how the moneys received from the EPA are spent, provided that the governing board makes these spending determinations in open session of a public meeting of the governing board. Revenue from EPA funds are unrestricted except where the Act specifically prohibits the expenditure of EPA funds for administrative salaries and benefits or any other administrative costs.

For the 2014-2015 fiscal year for the College of Marin, the EPA revenue is estimated to be approximately $437,600. Staff recommends that EPA revenue be used for the direct cost of classroom instruction and general operating expenses, exclusive of administrative costs, for the 2014-2015 fiscal year.

## RECOMMENDATION:

The Superintendent/President recommends that the Board approve the attached Resolution establishing the use of EPA revenue for the 2014-2015 fiscal year.

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**Administrator Initiating Item**  
Greg Nelson, Vice President, Finance and College Operations
RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;
WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.
NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Marin Community College District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Marin Community College District has determined to spend the monies received from the Education Protection Act for the 2014-2015 fiscal year on the direct cost of classroom instruction and general operating expenses, exclusive of administrative costs.

Adopted this 17th day of June, 2014 by the following roll call vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )
)
COUNTY OF MARIN )

I, David Wain Coon, Superintendent/President 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.

________________________________________
Secretary to the Board of Trustees
BACKGROUND

The enclosed Tentative Budget is the first formal step of the District’s budgeting process for 2014-15. The State of California requires that the District’s Board of Trustees adopt a budget no later than July 1 of each year, the start of the new fiscal year. The Tentative Budget provides an interim financial plan, within which the District operates until the board approves a final budget typically approved in late August of each year.

The Tentative Budget is based on estimates in two crucial areas. First, the previous fiscal year’s business has not ended, so we are projecting information for the 2014-15 Tentative Budget based on an estimate of financial results for 2013-14. Second, the Tentative Budget forecasts revenues and expenses for 2014-15. The District’s primary revenue source is property tax, but this revenue is an estimate until the secured roll is assembled sometime in July. The secondary revenue source is the State, and until the legislators approve and the governor signs a State budget, major reductions in funding may yet occur. Expense forecasting is easier, because the bulk of the District’s expenses are program-based and salary-driven.

Staff will make a summary presentation and answer questions however, the financial information contained in this tentative budget is preliminary.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the attached 2014-15 Tentative Budget.
To: Board of Trustees
Date: June 17, 2014
From: Superintendent/President
Item & File No. C.12.F.
Subject: Board Compensation Adjustment
Reason for Board Consideration:

APPROVAL

BACKGROUND:

Education Code Section 72024(e) establishes provisions for the governing board, on an annual basis, to increase its compensation for individual Board members in an amount not to exceed 5% based on the present monthly rate of compensation. Currently, the monthly compensation rate is $338.22. An increase of 5% would increase the rate to $355.15. The last increase to the Board compensation rate increased was approved at the January 17, 2012 Board meeting.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve a 5% increase in Trustee monthly compensation from $338.22 to $355.13 effective July 1, 2014. The rate for the Student Trustee will increase to $177.57 (50% of the regular trustee rate).

Administrator Initiating Item

David Wain Coon, Ed.D., Superintendent/President
To: Board of Trustees  Date: June 17, 2014
From: Superintendent/President  Item & File No. C.12.G.
Subject: Authorize Agreement with Liebert, Cassidy, Whitmore for Legal Services for 2014/15

Reason for Board Consideration: APPROVAL

Enclosure(s): Letter from Liebert Cassidy Whitmore
Biography for Randy Parent

BACKGROUND:

The District received a proposal from Liebert Cassidy Whitmore (LCW) for legal services. The proposal allows the District to have a dedicated attorney on campus one day per week for the 2014/2015 fiscal year. Having dedicated legal counsel on campus will allow for the streamlining of legal services for departments such as Human Resources, College Operations, Student Services, etc. The District will also be able to use assigned counsel for employee training purposes.

Upon acceptance of the proposal, LCW will assign Randy Parent, Associate to the District one day per week for the 2014/2015 Fiscal Year. Mr. Parent’s biography is attached.

FISCAL ANALYSIS

The proposal provided by LCW allows the District to have legal counsel on campus one day per week at the discounted rate of $225 per hour. District work taking place outside of the assigned day will be billed at a rate of $265 per hour.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into an agreement with Liebert Cassidy Whitmore for legal services.

Administrator Initiating Item

Greg Nelson, Vice President, Finance and College Operations
May 28, 2014

VIA EMAIL
greg.nelson@marin.edu

Mr. Greg Nelson
Vice President for Finance & College
Operations
College of Marin
835 College Avenue
Kentfield, CA 94904

Re: Liebert Cassidy Whitmore Attorney Services

Dear Greg:

It was great seeing you at the ACRO Conference! I found the topics very timely and always appreciate the opportunity to visit with fine folks like you. As promised I’ve put together a quick proposal for the District to have one of our attorneys on campus one day a week for the upcoming fiscal year.

We’ve assisted other clients with similar arrangements and this can be a great way to have on-site counsel without the need to employ a full time person. I know that you have enjoyed working with Randy Parent, and he you, so I propose that Randy be your onsite person. I know that you know his good work, but I’m enclosing his resume for your reference nonetheless.

You mentioned the need to have someone onsite dedicated to College business one day a week. With that in mind we propose the following:

The District would provide an office, phone and computer for the attorney’s use. The firm would make the attorney available one eight-hour day per week at a flat discounted rate of $1,800 per day. This equates to an hourly rate of $225. Randy’s standard hourly rate, as of July 1, 2014, is $265. If the District finds that they do not need him on a particular day, they can cancel for a half day charge of $900. You can have Randy work on whatever projects you deem necessary – including providing training. If Randy works more than eight hours on his rental day on District business, those additional hours would be billed at the discounted rate of $225. If you need him on days other than his “assigned” on campus day, those hours would be billed at his standard $265/hour. Finally, if he is onsite but has down time, he will be free to provide legal services for other clients, with the understanding that any work for the District will take priority.
The other work may include answering consortium questions, reviewing documents, etc. He would not leave campus.

Thank you for the opportunity to “rent” Randy to you. I believe this could be a win-win, with the District saving on legal fees (not just in the short term but also the long term) and Randy getting the opportunity to know the District better.

If I can provide additional information, or if you would like to discuss this, please do not hesitate to contact me.

Very truly yours,

LIEBERT CASSIDY WHITMORE

[Signature]
Eileen O'Hare-Anderson
Partner

EOA:csW
Randy Parent
Associate
San Francisco

Randy brings his experience as a public high school teacher, a K-12 school district administrator, and a higher education administrator, as well as his 15 years of experience as a transactional and litigation attorney, to his representation of public sector clients, including community college and school districts.

Randy devotes a significant part of his practice to handling a broad spectrum of construction and facilities matters including drafting and negotiating public works design and construction contracts. Further, Randy is experienced in handling all aspects of trial court and appellate litigation.

Prior to joining LCW, Randy worked for a major construction law firm in the private sector, but was eager to return to serving public entities. Randy has served as Deputy City Attorney with the City and County of San Francisco in its construction group, where he advised department heads, contracts officers, and members of the Board of Supervisors and Board of Education of the San Francisco Unified School District. While there, Randy handled all of SFUSD’s contracts and construction matters for six years. Randy also led a team of senior attorneys, project managers, architects and engineers to prepare new front-end construction documents for the City. He also drafted City legislation permitting design-build contracting for the first time and prepared and negotiated the City’s first design-build project contract. Randy headed the City’s litigation over design defects in the new main library at Civic Center, served as special counsel to the City Architect for the City Hall seismic and historic renovation, and successfully resolved construction litigation on the San Francisco Airport’s new international terminal.

While with the City and County of San Francisco, Randy was awarded a Certificate of Honor by the San Francisco Board of Supervisors for his outstanding service. He was also awarded a Certificate of Recognition by the California State Senate for dedicated public service as a Deputy City Attorney for the City and County of San Francisco.

Prior to joining the City Attorney, Randy represented school districts throughout the state in construction and facilities matters while working with a leading education law firm.

Randy’s passion for public education also led him to serve for six years as the Executive Director and CEO of the California Alumni Association (CAA) at U.C. Berkeley. CAA, with 96,000 paid members, is the largest single-campus alumni association in the country. The one hundred thirty year old organization is a California non-profit public benefit corporation independent from the University. Randy has significant expertise in non-profit legal issues, best practices in governance, and the development and execution of strategic plans. At CAA, Randy was responsible for a $13m annual budget and a full-time staff of 50+ employees. Under his leadership, CAA achieved its highest ever annual growth in both revenue and membership. He led the board of directors through a research-based review of governance best practices, and the board’s decision to adopt the policy governance model and to downsize the board from 70 to 17 members.
Randy Parent

Education

JD, University of San Francisco School of Law
MA, San Jose State University
BA, University of California, Berkeley

Legal Expertise

Affordable Care Act
Business and Facilities
Education Law
Employment Law
Labor Relations and
Negotiation Services
Litigation Services
Retirement

Representative Matters

Litigation:

Mosley v. West Contra Costa Unified School District (2011) - Petitioner was a vice principal. The school district (District) served a timely notice pursuant to Ed. Code § 44951 on March 11 advising Petitioner she may be reassigned to a non-administrator position for the following year. In May, the District sent Petitioner a letter in error stating that her assignment for the upcoming year would be as a vice principal. The Superintendent wrote to Petitioner in June informing her that the May assignment letter had been sent in error and the Board had not approved her assignment as an administrator. The Board subsequently assigned Petitioner to a counseling position. Petitioner filed a writ challenging the District's action.

The court held that the May assignment letter did not rescind the March notice, that Mosley remained on notice of potential reassignment, and the district properly exercised its authority to assign Mosley to a counseling position.

Awards

Certificate of Honor by the San Francisco Board of Supervisors for outstanding service

Certificate of Recognition by the California State Senate for dedicated public service as a Deputy City Attorney for the City and County of San Francisco

Publications

Bid Protest Petition Denied Because Bid Defect Was Inconsequential, May 2014

CalPERS Issues Circular Letter and Employer Checklist for Hiring CalPERS Retirees, January 2014

Where Competitive Bidding Is Not Required but Utilized, Board Must Award to Low Bidder, January 2014
Whistleblower Claims Are Not Subject to Government Code Claim Requirements, November 2013

Public Agency in Condemnation Action Not Liable for Market Decline, September 2013

Choosing A Delivery System For Your Construction Project, September 2013

County Is Immune From Suit By School District For Loss Of Investment Funds, April 2013

Public Works Projects – Competitive Bidding Requirements, California Special District Magazine, Volume 8, Issue 1, March 2013

Private College Could Not Recover "Goodwill" Damages In Eminent Domain Action When It Failed To Take Reasonable Steps To Preserve Its Goodwill, February 2013

City Property Lease to Boy Scouts is Constitutional, February 2013

No Right to Jury Trial to Determine Loss of "Goodwill" When There Was No Goodwill to Lose, December 2012

Appraiser's Opinion Of Property Value In Eminent Domain Proceeding That Is Based On The Value Of Different Property Is Inadmissible, October 2012


District Attorney Does Not Have Duty To Investigate Alleged Misuse Of Prop 39 Bond Funds, December 2011

Public Entities May Enter Into Project Stabilization Agreements That Require An Apprenticeship Program, CASBO News, October 2011, with Christopher Fallon

JPs Are Not Insurers For Purposes Of Applying Subrogation Rules Between JPA And Commercial Insurers, CASH Register, July 2011, with Christopher Fallon

Legislative Alert: Supreme Court Decision Impacts San Francisco Affirmative Action, HR West Magazine, October 2010

Bid Protest: Favoritism Most Foul, Los Angeles/San Francisco Daily Journal, September 2010

Case Study: Coral Construction v. San Francisco, Law360, August 2010

Coral Construction v. City and County of San Francisco, Los Angeles/San Francisco Daily Journal, August 2010

Public Agencies' Liability for Nondisclosure, Los Angeles/San Francisco Daily Journal, August 2010

Presentations

Top 10 Tips for Trouble Free Construction Projects - California Special Districts Association - Webinar - June 4, 2014

Customer Service - City of Stockton - Stockton - May 13, 2014

Legal Eagles: You Have Questions, We Have Answers! - Community College League of California (CCLC) 2013 Annual Convention - Burlingame - November 22, 2013
To: Board of Trustees  
From: Superintendent/President  
Subject: Contract Approval for IVC Pool Shower Roofing Project #14-0430  

Reason for Board Consideration: 

APPROVAL  

BACKGROUND:  

Administrative Procedure 6345, Contracts – Professional Services, states that any service costing more than $83,400 requires the solicitation of formal bids. The District advertised and requested bids for the IVC Pool Shower Roofing Project #14-0430.  

The District had four contractors walk the project and received two proposals as listed below:  

Joseph Murphy Construction $221,810.00  
B&M Tear Off No Bid  
Best Contracting Service $218,148.00  
Andy's Roofing $189,700.00  
Alcal Roofing No Bid  
CF Contracting Inc No Bid  
Full Coverage Co No Bid  
CS1 Commercial Construction No Bid  
Western Roofing $314,683.00  

All bids have been reviewed and staff recommends using Andy’s Roofing to replace the Indian Valley Campus Pool Shower Roofing Project #14-0430.  

RECOMMENDATION:  

The President/Superintendent recommends the Board of Trustees authorize approval of a Contract to Andy's Roofing for the Indian Valley Campus Pool Shower Roofing Project #14-0430.  

Administrator Initiating Item  
Greg Nelson, Vice President, Finance and College Operations
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Proposal Form</th>
<th>Bid Price</th>
<th>Addenda</th>
<th>Subcontractor List Form</th>
<th>Worker's Compensation Certificate</th>
<th>NonCollusion Affidavit</th>
<th>Bid Bond</th>
<th>W-9 Taxpayer ID</th>
<th>Bidders Questionnaire</th>
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</thead>
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<td>Joseph Murphy Construction</td>
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<td>$221,810</td>
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BACKGROUND

At the February 18, 2014 meeting of the Board of Trustees, a presentation on upgraded lighting on the Indian Valley and Kentfield Campuses was made by PG&E followed by a Public Hearing allowing comment from the community at large. There was no public comment. The attached Agreement for Services contracts PG&E to order and install energy efficient lighting on both campuses.

FISCAL ANALYSIS

The project is estimated to cost $815,947 and will be funded through District General Funds in the amount of $25,000 for the upfront costs and PG&E incentives in the amount of $108,847.20. On-bill financing over the next 10 years will be used to pay the balance. Projected annual savings of $31,000 will be used to offset financing.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the agreement with services with PG&E for the Lighting Upgrade Project.

Administrator Initiating Item

Greg Nelson, Vice President, Finance and College Operations
PG&E PRODUCTS AND SERVICES AGREEMENT

This PG&E Products and Services Agreement (the “Agreement”) is made and entered into as of ____________, 20__ (“Effective Date”) by and between Marin Community College District with offices at 1800 Ignacio Blvd, Novato, CA 94949 (“Customer”) and Pacific Gas and Electric Company (“PG&E”).

RECITALS

WHEREAS, Customer requires lighting replacement services and PG&E desires to do so pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set out in this Agreement, Customer and PG&E agree as follows:

AGREEMENT

1. The Service. PG&E offers lighting replacement service (the “Service”) which comprises a turnkey project that includes: the ordering of Customer specified fixtures by PG&E at Customer’s expense, and installation of these PG&E-authorized fixtures as replacements to existing Customer-owned lights. As part of the Service, PG&E will also process Customer-requested rate changes to PG&E rates as appropriate and any applicable PG&E rebate applications as requested by Customer. PG&E will arrange for waste disposal of removed light fixtures.

2. Development, Acceptance, and Performance of Proposals. Upon receipt of a request for Service, PG&E will consult with Customer and develop a Proposal covering the Service in the form of proposal attached hereto as Exhibit A. Once a Proposal is signed by both Customer and PG&E, the Proposal will become a binding contract and shall be deemed an “Accepted Proposal” for purposes of this Agreement. Accepted Proposals shall be numbered sequentially and must reference this Agreement specifically. The terms of this Agreement are incorporated into each Proposal as if fully set forth therein by virtue of this reference. If any conflict arises between the terms of an Accepted Proposal and the terms of this Agreement, the terms of this Agreement shall prevail. PG&E agrees to provide the Service in accordance with the Accepted Proposal subject to the terms and conditions of this Agreement. PG&E will notify Customer upon its completion of the work specified in an applicable Accepted Proposal, and Customer shall have five (5) business days to review and accept, after which time PG&E’s performance responsibilities under the Accepted Proposal will be deemed to have been fulfilled. If Customer identifies any outstanding items to be corrected, a punch list will be developed to reflect such items, and PG&E will correct them. Any change to an Accepted Proposal must be agreed to by both Customer and PG&E in writing. Upon completion of the Service described in the Accepted Proposal and Customer’s payment of said Service, title to the installed light fixtures described in the Acceptable Proposal shall pass to Customer. Such transfer of title shall be for the installed light fixtures “as is, where is,” and with no implied warranties or express warranties, except as otherwise set forth below in Section 5.2 (Limited Material Warranty).
3. **Additional Work.** If in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified such as but not limited to 1) access to the light such as overgrown trees or blocked roadway, 2) broken light bracket, or 3) wiring defect that prevents delivery of energy to the light fixture, PG&E will notify Customer in writing of such condition and the work necessary to remedy the condition using Exhibit B (Additional Repair Work Agreement). If the work required is estimated by PG&E at less than $1,000, then PG&E may perform such work and invoice Customer periodically for actual time and materials to perform such work without completing Exhibit B.

If, for any reason, Customer chooses not to correct such condition, as specified in Exhibit B (Additional Repair Work Agreement), PG&E shall be relieved of any and all responsibility for performing the Service for that light or group of lights.

If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

4. **Fees.** Customer shall pay PG&E for Service performed in accordance with the payment terms set forth in each Accepted Proposal. Work specified in any Additional Repair Work Agreement will be done on a time and materials basis, at PG&E’s then current hourly commercial rates as specified in Exhibit B and with reimbursement of PG&E’s actual out-of-pocket expenses. Customer shall pay PG&E for the Service based on the payment schedule set forth in the applicable Accepted Proposal. Each payment made by Customer must reference this Agreement, the Accepted Proposal and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY  
Attn: Sales and Service Manager, Business Development  
P.O. Box 770000, Mailcode: N10D  
San Francisco, CA 94177

5. **Limited Warranties.**

5.1. **Limited Service Warranty.** PG&E warrants that the Service will be performed in a commercially reasonable manner consistent with the level of care and skill exercised by others when performing services of a similar nature under similar circumstances. Customer must notify PG&E of any defect in workmanship within one (1) year of completion of installation of all light fixtures ("Installation"). If Customer notifies PG&E within one year of installation of a potential defect in workmanship, and PG&E confirms the defect, PG&E will either re-perform the Service at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E by Customer for the Service. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties. All other warranties are expressly disclaimed.

5.2. **Limited Material Warranty.** The manufacturer of the material to be installed will provide a warranty which is attached as Exhibit C. PG&E will provide to the Customer all documentation covering the warranty including contact information for the manufacturer or manufacturer's warranty agent. During the first year following completion of Installation, Customer may contact PG&E (as part of the Limited Service Warranty) to request that PG&E remove the defective light and reinstall the repaired light or an equivalent replacement light. For
those years following the Limited Service Warranty period but still within the Limited Material Warranty period, Customer must contact the manufacturer to make a warranty claim. Customer is responsible for removal of the equipment, arranging and paying for shipping and insurance for the equipment to and from the manufacturer’s designated facility (and for all risk of loss to the equipment while in transit), and installation of the equipment upon return, unless otherwise instructed in the manufacturer’s designated warranty. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties relating to installed materials. ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) RELATING TO INSTALLED MATERIAL ARE HEREBY EXPRESSLY DISCLAIMED.

5.3. Disclaimers. Except for warranties expressly set forth in Sections 5 and 6 of this Agreement, PG&E HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE SERVICE. Customer acknowledges and agrees that the specific remedies described in Sections 5 and 6 of this Agreement respectively shall be Customer’s sole and exclusive remedies for any and all warranty claims arising under or pertaining to this Agreement.

6. Customer’s Responsibilities. To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and that Customer does not timely perform or provide the same, the minimum time estimate for PG&E’s completion of the Service shall be extended to take into account Customer’s delay with respect thereto. Customer shall reimburse PG&E for the costs on any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not limited to flagging, traffic control, or neighborhood notifications, as a condition for work to proceed, then Customer shall reimburse PG&E for the costs related to these efforts. Notwithstanding PG&E’s arrangement or performance of waste disposal services for removed light fixtures (or any other materials an applicable Accepted Proposal may specify for removal), Customer acknowledges and agrees that it is the “generator” of such fixtures and/or materials and therefore bears ultimate responsibility for their proper disposition. Provided that PG&E adheres to any disposal instructions contained in an Accepted Proposal, Customer agrees to hold PG&E harmless from any and all claims brought by third parties (including by governments or regulators) relating to the disposal services arranged or performed by PG&E.

7. Data. Customer shall own any documents or information prepared or created by PG&E during the performance of the Service under this Agreement (“Data”). PG&E may retain copies of Data for PG&E use, but shall keep the Data confidential and shall not publish or otherwise disclose or knowingly permit PG&E employees to publish or otherwise disclose any Data without Customer’s prior written consent unless such disclosure is required by law or by a court or regulatory agency having authority over PG&E.

8. PG&E’s Utility Obligations. Customer acknowledges that PG&E has an obligation to maintain, repair and service PG&E-owned facilities in order to perform its duties as a public utility. If PG&E determines at any time, in its sole discretion, that it requires any personnel or resources previously committed to the performance of services for Customer under this Agreement in order to maintain adequate service to PG&E’s other customers or to fulfill its duties.
as a public utility, then PG&E shall have the right to divert the use of such personnel or resources to satisfy such requirements. PG&E shall be excused from whatever performance is affected by such action, all to the extent and for the duration its resources are so constrained, and PG&E shall not be considered in default under this Agreement by virtue of such diversion of resources. PG&E shall use diligent efforts to resume and complete its performance of the Service when diverted resources become available again.

9. Limitation of Liability. In the event that PG&E is held liable to Customer or to any party claiming by or through Customer for damages arising under or pertaining to this Agreement, the aggregate liability of PG&E to Customer or to any party claiming by or through Customer shall be limited to the lesser of (a) the estimated price for the Service giving rise to the claim, or (b) the amount actually paid to PG&E with respect to such Service. IN NO EVENT SHALL PG&E BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, COST OF DELAYS, REPLACEMENT OF POWER, OR LOSS OF PROFITS, LOSS OF OR FAILURE TO REALIZE ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY SUCH CONSEQUENCES WERE FORESEEABLE. The parties agree that the limitations on liability expressed in this Agreement will apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of PG&E, and will extend to the affiliates, subsidiaries, parent company, officers, managers, directors, agents and employees of PG&E. Customer acknowledges and agrees that the limitations of liability set forth in this section may be far less than Customer’s loss in the event of any loss or damage to Customer’s equipment while in PG&E’s care or custody, and Customer expressly assumes the risk of any such deficiency of recovery. The parties acknowledge and agree that the limitations of liability set forth in this Section 9 are an essential element of their bargain as well as a material inducement for PG&E’s entry into this Agreement, and that PG&E’s price for the Service reflects their inclusion in this Agreement.

10. Term and Termination. The term of this Agreement shall be for five years from the Effective Date unless sooner terminated by Customer or PG&E as permitted by this Agreement. Each party may terminate this Agreement or any Accepted Proposal at any time for convenience by giving the other party 5 days written notice, provided, however, that any such termination shall neither affect PG&E’s obligation to perform under any Accepted Proposals during the 5 day notice period, nor Customer’s obligation to pay PG&E for material procured or services rendered under any Accepted Proposal through the effective date of termination, including during the 5-day notice period. Termination of any individual Accepted Proposal by either party shall not affect the continued validity of this Agreement or of any other Accepted Proposals. Additionally, each party may terminate this Agreement and any then-outstanding Accepted Proposals upon written notice to the other party if the other party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Also, PG&E may terminate this Agreement immediately and without prior notice in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E’s ability to fulfill, its
obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission. The following Sections of this Agreement shall survive expiration, cancellation or other termination of this Agreement: 4 Fees, 5 Limited Warranties, 6 Customer Responsibilities, 7 Data, 9 Limitation of Liability and 11 General. Any other provisions of this Agreement that would generally be construed as intended to survive the expiration, cancellation or other termination of this Agreement shall also survive such expiration, cancellation or other termination.


11.1. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, PG&E may, without such consent, assign this Agreement to a parent, subsidiary or other affiliate. PG&E may also subcontract all or part of the Service. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns.

11.2. Force Majeure. Neither PG&E nor Customer shall be considered in default in the performance of its obligations under this Agreement, to the extent that (and only for so long as) the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party; provided, however, that Customer shall be excused from the obligation to make payments hereunder for services which PG&E is prevented from performing due to circumstances beyond its reasonable control.

11.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be addressed, if to Customer, to the primary business contact address given in the Accepted Proposal and, if to PG&E, to the address set forth above for payment.

11.4. Reporting Requirements. Customer must notify PG&E whether or not federal funds granted or otherwise awarded to Customer by or through the United States Department of Energy (collectively, the “Federal Funds”) will be used to pay PG&E for the Service. If Customer decides to use such Federal Funds in connection with an Accepted Proposal, then Customer must notify PG&E within 5 days of its decision to use such Federal Funds. If Customer is required by any law or regulation to amend or revise the terms and conditions of any Accepted Proposal in a manner unacceptable to PG&E or if in PG&E’s sole discretion PG&E determines it cannot comply with such obligations as amended or revised, whether or not PG&E has begun to perform such Accepted Proposal, PG&E shall have the right, in its discretion, to terminate such Accepted Proposal upon five (5) days’ notice without further obligation or liability to Customer (except for the return of any funds Customer may have pre-paid for the Service and which remain uncommitted as of the effective date of such termination). CUSTOMER HEREBY WAIVES ANY CLAIM OF PROMISSORY ESTOPPELS WITH RESPECT TO PG&E’S TERMINATION OF ANY ACCEPTED PROPOSAL UNDER THE CIRCUMSTANCES DESCRIBED IN THE FOREGOING SENTENCE.

11.5. Disputes. The parties will negotiate in good faith to expeditiously resolve any dispute, claim or controversy arising under or relating to this Agreement (including, without
limitation, as to its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims) on a negotiated basis. If, in either party's reasonable judgment, such negotiations do not result in an amicable outcome after such party's good faith efforts over a period of at least thirty (30) days, such party shall be free to pursue all available remedies under law in any competent forum.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the Effective Date first set forth above.

CUSTOMER

Print Name: ____________________________
Signature: ____________________________
Date: ____________________________

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: ____________________________
Signature: ____________________________
Date: ____________________________
EXHIBIT A
PROPOSAL NUMBER I

This Proposal is made and entered into as of ____________, 20___ by and between Marin Community College District ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of ____________, 20___ (the "Agreement").

DESCRIPTION OF SERVICES

Scope of Work: Replace or retrofit existing exterior HID fixtures with LED technology at the Kentfield and Indian Valley campuses. Location, fixture type and quantity are provided in Exhibit D below. Installation will include all necessary materials and labor to complete the project including fixtures, retrofit kits, brackets, adaptors, photocells, wires and connectors. All project material will be sourced, received, stored and staged by PG&E. PG&E will also provide lifts as necessary, recycling of old fixtures, hazardous waste disposal and preparation of final “as-built” documents. All labor will be provided at prevailing wage.

Estimated minimum number of days to complete scope of work: Eighty four (84) business days.

Date work is estimated to begin: 45 days from the date Proposal Number 1 is fully executed.

If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

Contact information and warranty for the LED light manufacturer is attached to this Proposal.

TRAFFIC CONTROL PLAN

PG&E Contractor shall be required to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

COST AND PAYMENT SCHEDULE

PG&E estimates the services under this Proposal will cost $502,250.00. However, Customer will be invoiced for actual installations (location and size of fixture). The estimate will not be exceeded without Customer’s prior approval.

This price does ☐ does not ☒ subtract the value of the LED rebates from the cost to provide the Services.
Payment Schedule:

Initial Payment: Upon ordering of materials, Customer will be invoiced 20% of the total amount of the contract.

Final Payment: Customer will be invoiced for final 80% payment upon completion of this Proposal or when punch list items (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer’s billing address as set forth below. Customer will remit payment to PG&E within 14 days after receipt of the invoice.

BUSINESS CONTACTS

PG&E’s primary business contact for this Proposal:

Name: Brent Patera
Title: Senior Business Development Manager
Address: 245 Market Street, Mail Code N10D, San Francisco, CA 94105
Telephone: (415) 973-5335
Email: BXPL@pge.com

Customer’s primary business contact for this Proposal:

Name: Greg Nelson
Title: Vice President Finance & College Operations
Address: 1800 Ignacio Blvd, Novato, CA 94949
Telephone: (415) 884-3101
Email: greg.nelson@marin.edu

CUSTOMER BILLING CONTACT

Customer’s billing contact for this Proposal:

Name: Michelle Greitzer
Title: Accounts Payable Supervisor
Address: 1800 Ignacio Blvd, Novato, CA 94949
IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER

Print Name: ____________________________

Signature: ____________________________

Date: ____________________________

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: ____________________________

Signature: ____________________________

Date: ____________________________
EXHIBIT B
FORM OF ADDITIONAL REPAIR WORK AGREEMENT
REPAIR WORK AGREEMENT NUMBER ____

This Additional Repair Work Agreement is made and entered into as of ____________, 20__ by and between Marin Community College District ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Repair Work Agreement is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of ____________, 20__ (the "Agreement").

PG&E has informed the Customer of a repairable condition as described below. The Customer has requested that PG&E provide the necessary labor, equipment, and material to repair, replace or correct the condition on the Customer’s equipment described below.

Description of repairable condition:

PG&E will invoice the Customer on a time and materials basis at the following labor rates (rates valid through 12/31/____):

Straight time (8AM-5PM M-F): $____/hour
Overtime: $____/hour

Executed this ____ day of ________________, 20__. 

Facility name: __________________________

IN WITNESS THEREOF, the parties agree to be bound by this Repair Work Agreement as of the date first set forth above.

CUSTOMER

Print Name: ________________________________
Signature: ________________________________
Date: ________________________________

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: ________________________________
Signature: ________________________________
Date: ________________________________
EXHIBIT C
MANUFACTURER’S WARRANTY INFORMATION

Street light manufacturer’s contact information:

The street light manufacturer’s contact information and warranty will be attached to each Proposal.

Cree LED Lighting Fixtures
1200 92nd Street
Sturtevant, WI 53177-1854
Phone: (800)236-6800

Warranty period:

10 years.

Photo control warrantor’s contact information:

Ripley Lighting Controls
2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached.
LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES
(INCLUDING BETALTED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND ESSENTIA® FIXTURES)

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of TEN (10) YEARS from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24® troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at www.cree.com/lighting/products/warranty.
THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.
WARRANTY

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley’s liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user’s particular application. This warranty gives the user specific legal rights.
Limited LED Product and Driver
We are committed to providing you with an elegant solution for projects demanding both style and performance. We guarantee unsurpassed quality by offering:

10 Year Limited Warranty on LED Product and Driver
10 Year Limited Warranty on the LED

DECO Lighting warrants the LED electronics and components of its properly installed EXTERIOR and INTERIOR LED products listed below, to be free of defects in material and workmanship in normal use, for a period of 10 years from the date of our shipment or 100,000 hours of operation.

Labor Options
No labor allowance is made for any LED replacement or Generator except during the warranty period. DECO provides for several labor options for service under the DECO LED warranty program.
1. DECO will contact a service provider and coordinate replacement at no cost to the user of the generator, or
2. DECO will reimburse the purchaser reasonable, customary and necessary option or cost that is not pre-approved will not be eligible for reimbursement.

Defects do not include improper installation or operation, alterations, power surges or overheating due to external conditions

Warranty Activation / Service Claims
The DECO LED warranty is automatically activated after DECO receives a completed warranty registration form within 30 days after installation. An acknowledgment will be sent for each registration along with a reference number for future correspondence. Service claims can be made by contacting 1-800-613-DECO to initiate the process for problem resolution.

Return Of Defective Product
For warranty returns, the original direct purchaser should contact DECO Customer Service by calling 1-800-613-DECO between 8:00 AM and 5:00 PM Pacific Standard Time (USA). DECO may elect to inspect the product on the customer's premises, or issue an RM number so that the product may be returned to the factory for testing. RM numbers will only be issued to DECO direct customers. The following information is required to obtain a RM number:
• Company name and address and contact person.
• DECO part number, date code, quantity and description of the problem.

All product warranty returns, repairs, replacements or credits are handled between DECO and the direct purchaser. Attach a brief written description of the problem to the product or packing list along with the RM number that was issued. Return the product, freight prepaid, to:

Deco Lighting
RMA Dept.
2917 Vail Ave.
Commerce, CA 90040

©2012 Deco Lighting, Inc. All rights reserved.
REPLACEMENT OF PRODUCT, LIMITS OF LIABILITY
The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of DECO Lighting supplied Product(s) caused by a third party supplied component. Products are not warranted against cost resulting from extenuating circumstances such as "dirty power" or power spikes in applications where 480V power is stepped-down to accommodate DECO Lighting products.

If there is a defect in material or workmanship, the product will be (at DECO’s discretion) repaired, re-tested and returned; replaced; or a credit may be issued. Repaired or replaced products will be returned at no charge, freight prepaid by DECO. Credit will not be issued or a replacement product provided if the failure is not caused by a defect in material or workmanship. Unrepairable products will be scrapped. The foregoing shall constitute the sole and exclusive remedy of the purchaser and the sole and exclusive liability of DECO. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. DECO will not, under any circumstance, whether as a result of breach of contract or warranty, tort, or otherwise, be liable for any incidental, special or consequential damages, including lost profits or revenues or any other costs or damages. DECO reserves the right to examine all failed LED boards and/or drivers and reserves the right to be the sole judge as to whether any LED boards and/or drivers are defective and covered under this warranty.

©2012 Deco Lighting, Inc. All rights reserved.
TERMS - STANDARD PRODUCT
To all customers for whom a light has established credit, payment is due within 30 days from the date of invoice, except in the case of custom orders and modifications. Any deviation from the standard terms is subject to management approval. In all other instances, payment must be made by cashier's check or money order in advance of the order being produced. Visa/MC is accepted with an additional 5% processing fee. New customers submitting credit applications will be subject to 100% C&A on the first order. Any credit given will apply to orders thereafter.

TERMS - CUSTOMS AND MODIFICATIONS
Pricing for custom and modifications are based on a per order basis. Terms for custom product are 50% at order placement including a hold for release purchase order pending final engineering and approval of submittals & 50% prior to delivery. Modifications require a 50% at order placement, 50% at standard terms. Terms for custom product apply to both new and continuous customers regardless of credit history.

TERMS - DIRECT BUYSELL
All orders processed as Direct or Buy/Sell requires 50% at order placement and 30% prior to delivery. All direct or buy/sell sales will include sales tax where required by law.

PAST DUE PAYMENTS
A finance charge of 1%-1.25% per month will be assessed on past due invoices. Any account submitted for collection is subject to reasonable agency costs and/or attorney fees. In the event a suit is brought to enforce collection, the jurisdiction and venue of the action shall be exclusively in the San Diego Judicial District.

SALES TAX
State sales tax regulations apply. Please call customer service for details.

RETURNED CHECK
A $25 check charge will be assessed for any check returned by the bank.

MINIMUM ORDER CHARGE
Minimum order amount = $150.00. All purchase orders less than that amount will be charged $150.00 net.

PRICING
Prices are subject to change without notice. a light will ship merchandise at prices prevailing at the time of shipment. Due to the current economic conditions, fluctuations in material costs may require surcharges from time to time. Prices are exclusive of sales tax, excise or similar taxes unless otherwise noted in writing. Prices do not include freight unless quoted in writing.

FREIGHT TERMS
F.O.B. Oceanside, "customer is responsible for all risks and delivery costs", on all orders less than $750. a light pays standard ground freight on any fully released order totaling $750 or more, standard fixtures only (freight is not included on custom configurations or patterns), shipping to any single location within the contiguous United States (excluding Alaska and Hawaii). Under this policy, partial shipments are not allowed. If a partial is requested and approved by the customer, a light will pay for freight on the first shipment only, customer to pay freight on all subsequent shipments. Customer pays freight on all international shipments regardless of order amount.

Customer pays all fees for special shipping requirements to include lift gate, pallet jack, 24hr notice, inside delivery, re-consignment fee (rerouting of shipment to a different address), and any other special handling arrangements.

a light, in good faith, will endeavor to ship by the estimated shipping date, however if the order is delayed for any reason, a light shall not be responsible for freight expediting fees or air freight fees if freight expediting is required by the customer, all additional expediting charges derived therefrom are the responsibility of the customer.

MERCHANDISE CLAIMS AND TERMS
When customer pays freight, shipment is F.O.B. Oceanside. Truck title passes to customer at origin. Claims for loss or damage in transit are to be made by the customer directly to the carrier within 30 days.

When factory pays freight, shipment is F.O.B. Destination. Truck title passes to customer at destination point. Claims for loss or damage in transit are to be made to the factory within 10 days so that the factory can pursue claims with the carrier.

SHIPPING DATES
Shipping dates are approximate, and are based on conditions existing at the time of a light's receipt of the customer's firm order and full information. a light, in good faith, will endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or damage arising therefrom.

CANCELLATION CHARGE
Cancelling orders on standard product are subject to a 50% cancellation fee. If an order is cancelled after shipment or if delivery is refused by destination, all warehousing, delivery and return costs shall be assessed, in addition to cancellation fees. Custom designed and manufactured product may not be cancelled for any reason.

RETURN MERCHANDISE TERMS
The customer may return merchandise with prior written authorization, in the form of a Return Goods Agreement (RGA). The issuance of the RGA is at the sole discretion of a light, and must be requested within 15 days of the original shipment date. Except with respect to damaged goods (see Merchandise Claims & Terms), all returned goods must be in their factory sealed cartons. All returns shall be assessed for damage prior to issuing credit. All returns will be subject to a 50% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment with the exception of products considered by a light to be defective in workmanship or materials. If any component of a returned product is missing or damaged, credit will not be allowed. Customer will be notified and has 15 days to pick up the unaccepted material or it will be discarded. Custom designed and manufactured product may not be returned for any reason.

SPECIFICATIONS
a light, in no way, express or implied, accepts responsibility for voltage determination. a light shall not be responsible for quotations of prices or specifications concerning non-catalogued items, unless a light confirms this to the customer in writing. Catalogued items are those listed in the most current a light Catalog and Website. Unless specifically agreed to in writing, a light does not warrant compliance of our products with any individual project specification.

CHANGES IN PRODUCT DESIGN
a light reserves the rights to change, discontinue, or modify the design and construction of any of its products, and to substitute materials of equal or superior quality to that originally specified.

SUBMITTAL DRAWINGS
Submittal Drawings are provided on an as requested basis. Submittal drawings for non-standard product will require architectural details, not limited to, ceiling, wall, fixture plan and elevation drawings, to be submitted to a light prior to the start of the submittal drawing process. Once submittal drawings are requested, a period of two to four weeks is to be allowed for completion of the drawings. Once the drawings are completed, the factory will not plan production until they are returned as approved by the customer and purchase order is fully released. Once submittal drawings are issued to the customer for approval, a 50% cancellation charge will apply, except in the case of a custom order which is non-cancelable upon issuance of submittal drawings to the customer. (See also Terms for Customs and Modifications and Cancellation Charge above.)

GUARANTEE
With the exception of ballast and lamps, a light warrants all equipment to be free from defects in manufacturing, normal use and proper storage for a period of one (1) year. a light does not warrant lamps or ballasts or other items manufactured outside of our factory. These manufacturers have their own warranty; customer must contact the lamp or ballast manufacturer directly for credit and/or replacements on failures. LED products will be covered for a period of 5 years. For product that a light has determined defective or not as ordered, customer must receive an authorization for return (RGA). a light liability extends to the repair and replacement of the defective part(s) only. The defective product must be shipped back to the factory where the defect will be corrected. a light reserves the right to correct the issue as the company sees fit. Any field alterations to any product provided by a light shall void all factory warranties.

BACK CHARGES
Back charges will not be accepted.

GOVERNING LAW
In the event a suit is brought upon Amerillum Brands or any of its divisions, the jurisdiction and venue of the action shall be exclusively in the San Diego Judicial Court.
## EXHIBIT D
LOCATION, FIXTURE AND QUANTITY

### Kentfield Parking Areas

<table>
<thead>
<tr>
<th>Location</th>
<th>Existing</th>
<th>Replacement</th>
<th>Dim</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>P2</td>
<td>100W MV Post Top Globes</td>
<td>XSP1 TYPE 3 35W</td>
<td>N</td>
<td>9</td>
</tr>
<tr>
<td>P4</td>
<td>250W HPS Shoebox</td>
<td>XSP2 TYPE 3 -C 87W</td>
<td>Y</td>
<td>4</td>
</tr>
<tr>
<td>P5</td>
<td>400W HPS Shoebox</td>
<td>XSP2L TYPE 3 168W</td>
<td>Y</td>
<td>2</td>
</tr>
<tr>
<td>P6</td>
<td>400W HPS Yoke Shoebox</td>
<td>XSP2L TYPE 5 153W</td>
<td>Y</td>
<td>6</td>
</tr>
<tr>
<td>P7</td>
<td>400W HPS Yoke Shoebox</td>
<td>XSP2L TYPE 5 153W</td>
<td>Y</td>
<td>8</td>
</tr>
<tr>
<td>P9(a)</td>
<td>250W HPS Shoebox</td>
<td>XSP2 TYPE 3 -C 87W</td>
<td>Y</td>
<td>10</td>
</tr>
<tr>
<td>P9(b)</td>
<td>150W HPS Cobra &amp; Shoebox</td>
<td>XSP1 TYPE 3 53W</td>
<td>N</td>
<td>6</td>
</tr>
<tr>
<td>P10</td>
<td>150W HPS Post Top</td>
<td>Deco Retrofit Kit 60W</td>
<td>Y</td>
<td>3</td>
</tr>
<tr>
<td>P12(a)</td>
<td>150W HPS Under PV</td>
<td>Cree WS4 59L 40K FD SSL TP Kit 63W</td>
<td>N</td>
<td>32</td>
</tr>
<tr>
<td>P12(b)</td>
<td>150W HPS Post Top</td>
<td>Deco Retrofit Kit 60W</td>
<td>Y</td>
<td>26</td>
</tr>
<tr>
<td>P12(c)</td>
<td>400W HPS Yoke Shoebox</td>
<td>XSP2L TYPE 5 153W</td>
<td>Y</td>
<td>1</td>
</tr>
<tr>
<td>P15</td>
<td>250W HPS Shoebox</td>
<td>XSP2 TYPE 3 -C 87W</td>
<td>Y</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td><strong>Total Parking Area Fixtures</strong></td>
<td></td>
<td></td>
<td><strong>130</strong></td>
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### Kentfield Other

<table>
<thead>
<tr>
<th>Location</th>
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<th>Replacement</th>
<th>Dim</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>100W MH Square Ceiling</td>
<td>Bypass Ballast, install 17 Par 38</td>
<td>N</td>
<td>18</td>
</tr>
<tr>
<td>Various</td>
<td>150W MH Round Wall Packs</td>
<td>Cree XSPW A 0 3 F G U Z 25W</td>
<td>N</td>
<td>38</td>
</tr>
<tr>
<td>Various</td>
<td>100W HPS Square Ceiling</td>
<td>Amerillum Canopy ECF 29W</td>
<td>N</td>
<td>4</td>
</tr>
<tr>
<td>Maint</td>
<td>50W HPS Square Wall Packs</td>
<td>Deco D444 LED 20 41 UNV 20W</td>
<td>N</td>
<td>2</td>
</tr>
<tr>
<td>Perf Arts</td>
<td>100W MH Cyl Wall Packs</td>
<td>Cree XSPW A 0 3 F G U Z 25W</td>
<td>N</td>
<td>2</td>
</tr>
<tr>
<td>Perf Arts</td>
<td>250W MH High Wall Packs</td>
<td>Deco D444 LED 60 41 UNV 60W</td>
<td>N</td>
<td>116</td>
</tr>
<tr>
<td>Gallery</td>
<td>150W MH Round Ceiling</td>
<td>Deco D407 LED 30 41 UNV C O 29W</td>
<td>N</td>
<td>13</td>
</tr>
<tr>
<td>Pathways</td>
<td>100W HPS Post Top Acorns</td>
<td>XSP1 TYPE 3 35W</td>
<td>N</td>
<td>85</td>
</tr>
<tr>
<td></td>
<td><strong>Total Other Fixtures</strong></td>
<td></td>
<td></td>
<td><strong>166</strong></td>
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<tr>
<td></td>
<td><strong>Total Kentfield Fixtures</strong></td>
<td></td>
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<td><strong>296</strong></td>
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### Indian Valley Parking Areas

<table>
<thead>
<tr>
<th>Location</th>
<th>Existing</th>
<th>Replacement</th>
<th>Dim</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>250W HPS Shoebox</td>
<td>XSP2 TYPE 3 -C 87W</td>
<td>Y</td>
<td>6</td>
</tr>
<tr>
<td>P2</td>
<td>250W HPS Shoebox</td>
<td>XSP2 TYPE 3 -C 87W</td>
<td>Y</td>
<td>6</td>
</tr>
<tr>
<td>P3</td>
<td>400W HPS Large Pericline</td>
<td>XSP2L TYPE 5 153W</td>
<td>Y</td>
<td>2</td>
</tr>
<tr>
<td>P4</td>
<td>400W HPS Large Pericline</td>
<td>XSP2L TYPE 5 153W</td>
<td>Y</td>
<td>3</td>
</tr>
<tr>
<td>P5</td>
<td>400W HPS Large Pericline</td>
<td>XSP2L TYPE 5 153W</td>
<td>Y</td>
<td>4</td>
</tr>
<tr>
<td>Ignacio</td>
<td>250W HPS Large Pericline</td>
<td>XSP2 TYPE 3 -C 87W</td>
<td>Y</td>
<td>12</td>
</tr>
<tr>
<td>Entrance(a)</td>
<td>400W HPS Large Pericline</td>
<td>XSP2L TYPE 3 153W</td>
<td>Y</td>
<td>6</td>
</tr>
<tr>
<td>Entrance(b)</td>
<td>150W HPS Small Pericline</td>
<td>XSP1 TYPE 3 53W</td>
<td>N</td>
<td>2</td>
</tr>
<tr>
<td>Back Road</td>
<td>100W HPS Trad Pericline</td>
<td>XSP1 TYPE 3 35W</td>
<td>N</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td><strong>Total Parking Area Fixtures</strong></td>
<td></td>
<td></td>
<td><strong>72</strong></td>
</tr>
<tr>
<td>Location</td>
<td>Existing</td>
<td>Replacement</td>
<td>Dim</td>
<td>QTY</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------</td>
<td>-------------------------------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>Pathways</td>
<td>100W HPS Mini Pericline</td>
<td>XSP1 TYPE 3 35W</td>
<td>N</td>
<td>190</td>
</tr>
<tr>
<td>Buildings</td>
<td>100W MV Soffets/Breeze</td>
<td>Deco D536 LED 30 41 UN 30W</td>
<td>N</td>
<td>269</td>
</tr>
<tr>
<td>Various</td>
<td>100W HPS Wall Packs</td>
<td>Deco D444 LED 30 41 UN 30W</td>
<td>N</td>
<td>50</td>
</tr>
<tr>
<td>Pool</td>
<td>1000W MH</td>
<td>NOT INCLUDED PER CoM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Other Fixtures</td>
<td></td>
<td>509</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Indian Valley Fixtures</td>
<td></td>
<td>581</td>
</tr>
</tbody>
</table>

**Project Total**  877
BACKGROUND:

In accordance with Board Policy 3820, the Board of Trustees shall consider all gifts, donations, and bequests made to the District.

<table>
<thead>
<tr>
<th>Donor</th>
<th>Gift</th>
<th>Receiving Department</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doty Hamilton</td>
<td>Four boxes of musical scores</td>
<td>Music Department</td>
<td>$200</td>
</tr>
<tr>
<td>Louis Thomas</td>
<td>Clothing</td>
<td>Drama Department</td>
<td>$800</td>
</tr>
<tr>
<td>Carol-Joy Harris</td>
<td>Printer</td>
<td>Court Reporting</td>
<td>$50</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve acceptance of the above noted gifts for the benefit of students.
BACKGROUND:

The College is an active member of MARINet starting June 10, 2014. The College’s Library fines and fees are being revised to be commensurate with the rates charged by the rest of the member libraries. The schedule below represents the changes that will go into effect on July 1, 2014:

Fines
- General collection: $0.25 per day ($10 maximum)
- 2-hour, 24-hour, and 72-hour course reserve materials: $1.00 per hour (maximum is price of book)
- CDs, DVDs, and other 7-day materials/reserves: $1.00 per day ($10 maximum)

Fees
- Item replacement fee: $5.00 (previous fee was $10)
- Billing fee: none (previous fee was $5.00 in addition to replacement fee)
- Replacement library card: $1.00 (previous fee was $2.00)
- Maximum amount of outstanding fees/fines before library account freezes: $10.00 (used to be no limit; $10.00 is MARINet standard).

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the changes to the Library fines and fees.

Cari Torres, Interim Vice President, Student Learning
BACKGROUND:
New courses are developed by faculty in the Community Education area. Courses are reviewed and approved according to Board Policy and Administrative Procedure 4020 titled Program and Curriculum Development and 4400 titled Community Service Courses.

The Community Education Program will offer the following new Community Services courses for the first time during Fall 2014. These fee-based courses are recommended by the appropriate Community Education faculty and staff as well as the Vice President of Student Learning, and are “designed to meet the educational, social, economic, cultural, and recreational needs” of Marin County residents, as specified in Board policy. The proposed new courses are listed below, along with brief descriptions.

Conversational German: Second Year, First and Second Quarters
Join this continuing class with other students who have completed Conversational German: First Year, First through Fourth Quarters, or have equivalent knowledge. In each class words, phrases, sentences and lively interactive dialogues are introduced, with correct grammar and pronunciation.
Total 14 hours: 2 hrs, 1x per week for 7 weeks

The Who: The World’s Most Flamboyant Rock Band, From Mod Anthems to Rock Operas
An in-depth overview of the history of the Who, one of the most popular and influential rock groups of all time.
Total 14 hours: 2 hrs, 1x per week for 7 weeks

Musical Snapshots: Crosby, Sinatra, Cole, Bennett- Four of America’s Best
This class will explore the musical styles and lives of 20th Century America’s most popular and adored male singers; Bing Crosby, Frank Sinatra, Nat “King” Cole and Tony Bennett.
Total 8 hours: 2 hrs, 1x per week for 4 weeks. approved by ESCOM Curriculum Committee

Musical Snapshots: The Blues
Tracing its origins from the Mississippi Delta to its amplification in Chicago right after World War II, this class will show the blues evolution through the music of field hollers, work songs, gospel, and jazz, and rock and roll.....followed by the many genres and subgenres after WWII that include R&B, rock and roll, jump blues and the many regional styles.
Total 14 hours: 2 hrs, 1x per week for 7 weeks, approved by ESCOM Curriculum Committee

Sanity: An Eastern Perspective
In this course, we will encounter stories, sutras, poetry, films and meditation techniques from the mystic traditions of Sufism, Tao, Zen, and Hinduism to discover a new sense of sanity—badly needed to live fully (and joyfully) in our “insanely” westernized world.
Total 14 hours: 2 hrs, 1 x per week for 7 weeks, approved by ESCOM Curriculum Committee
Cinema And Psyche: The Genius Of Billy Wilder
Join us for a depth immersion in the cinematic genius of Billy Wilder, as we study, watch, and discuss five of his masterworks.
Total 17.5 hours: 3.5 hrs x 1 per week for 5 weeks

Cinema and Psyche: The Genius Of Hitchcock
Join us for a depth exploration of his cinematic genius—as we study, watch, and discuss five Hitchcock masterworks.
Total 17.5 hours: 3.5 hrs x 1 per week for 5 weeks

Russian Music: Sergei Rachmaninov
Enjoy performances and participate in analysis of Rachmaninov major works: concertos, symphonies, chamber music, sacred compositions, art songs, choral works and more.
Total 10.5 hours: 1.5 hrs, 1x per week for 7 weeks, approved by ESCOM Curriculum Committee

Russian Music: Peter Tchaikovsky
Enjoy performances and participate in analysis of Tchaikovsky’s major works: concertos, symphonies, chamber music, sacred compositions, art songs, choral works and more.
Total 10.5 hours: 1.5 hrs, 1x per week for 7 weeks, approved by ESCOM Curriculum Committee

Home Winemaking Basics
This class explores the basics of making wine at home, from chemistry to types of wines to common problems and sanitation issues for the home winemaker.
Total 2.5 hours: 1 meeting per quarter

Beginning and Intermediate Latin
This course is being offered to both beginning and intermediate level students. Students of both levels will enroll in the same class; the instructor will develop lessons to support each group accordingly. Using the textbook Wheelock’s Latin, students at the beginning level will complete the first six chapters. Intermediate level students will review chapters 1-12 in the first session and will start with chapter 13 in the second week.
Total 17.5 hours: 2 hrs. 1x per week for 7 weeks

Thomas Hardy’s Far From the Madding Crowd and Tess Of The d’Urbervilles
We will read two of his more interesting novels, his earlier romantic novel, Far from the Madding Crowd, in which his lovers work out their many problems against the realistically described background of rural England in the 1870’s and his more naturalistic later novel, Tess of the d’Urbervilles, in which the main character has to struggle in a harsher world in which forces seem to be aligned against her.
Total 12 hours: 2 hrs, 1x per week for 7 weeks, approved by Emeritus Curriculum Committee

Visual Journaling: Self-discovery Through Creative Play
Play with an assortment of art materials, and writing exercises in a supportive, non-judgmental environment to create a visual journal.
Total 15 hours: 2.5 hrs, 1x per week for 6 weeks, approved by Emeritus Curriculum Committee

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the proposed new Community Education Courses.

Administrator Initiating Item:
Nanda Schorske, Executive Dean of Instruction & Student Services for IVC
BACKGROUND:

In March of this year, the Marin Community College District was selected by the California Community Colleges Chancellor’s Office to lead the consortia in Marin County to develop a recommendation for a regional plan for Adult Education programs.

The Agreement for Consulting Services will compensate each member organization (The Marin County Office of Education, Tamalpais Union High School District, Novato Unified School District and California Department of Corrections and Rehabilitation-San Quentin) to chair or co-chair working groups during the planning period up through June 30, 2015. Proposed working groups include General Education Development (GED) programs, high school diploma programs, English as a Second Language programs (credit and non-credit), programs for adults with special needs, citizenship classes, family literacy programs, education for incarcerated adults and short-term career technical education (CTE).

It is expected that the partners will establish or strengthen existing regional relationships and partnerships to leverage existing regional structures for adult education and develop a plan that includes recommendations to address the types and needs of adult education programs within the region and address gaps that may be identified. The recommendation submitted at the end of this planning period will also include a plan to integrate programs to create a seamless transition for students into postsecondary education or the workforce as well as approaches to accelerate a student’s progress toward academic or career goals.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached agreements.

Administrator Initiating Item
Nanda Schorske, Executive Dean, Indian Valley Campus and Workforce & Economic Development
AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement"), made this 1 day of June, 2014, by and between the Marin Community College District, a political subdivision of the State of California ("District") and Novato Unified School Dist., a duly qualified consultant in the area(s) of AB 86 Adult Education ("Consultant").

District and Consultant hereby agree as follows:

1. Scope of Services:
   Consultant agrees to provide services to District as set forth in Attachment A.

2. Contract Documents:
   The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:
   As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in Attachment B.

4. Term of Agreement:
   The term of this Contract shall be from 6/20/2014 to 6/30/2015 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District signature: Consultant signature:

_____________________________ ______________________________

DISTRICT SIGNATURE CONSULTANT SIGNATURE

_____________________________ ______________________________

NAME/TITLE NAME/TITLE

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.
1. **Consultant’s Warranty:** District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by District shall not operate as a waiver or release.

2. **Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

3. **Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.

4. **Extra (Changed) Work:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

6. **Transfer of Rights:** Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. **Ownership of Work Product:** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.
8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers 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 Consultant’s performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant’s performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) ☐ Required/ ☐ Not Required: Worker’s compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.”

(b) ☐ Required/ ☐ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant’s liability, and personal injury liability.

(c) ☐ Required/ ☐ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

1. District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

3. The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

4. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
(e) □ Required/ □ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than $1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) Documentation: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) Policy Obligations: Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

**District:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904  
Attention: Vice President of Operations

**Consultant:**

Consultant Name _________________________________  
Address ________________________________________  
Title ____________________________________________

and when so addressed, shall be deemed given upon receipt via United States Mail postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.
11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Due Performance: Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement 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. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Marin, California, and no other place.

17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
20. **No Waiver of Breach:** The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. **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.

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

23. **Headings:** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

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

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

26. **Attachments:** The following Attachments, attached hereto, are incorporated herein by reference:

   **Attachment A - Scope of Services**

   **Attachment B - Compensation**
ATTACHMENT A: SCOPE OF SERVICES

Consultant shall provide services to the District as follows:

AB 86 Grant Timeline and Due Dates
03/5/14 Performance Period Begins
07/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
10/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
12/31/14 Due: Draft Regional Comprehensive Plan and
01/31/15 Due: Expenditure Report
03/01/15 Due: Final Regional Comprehensive Plan
04/30/15 Due: Expenditure Report
06/30/15 Performance Period Ends
8/31/15 Due: Final Expenditure Report

AB 86 Adult Education Grant deliverables to be submitted to Nanda Schorske at College of Marin per above grant timetable. Nanda.schorske@marin.edu.

NUSD is responsible for preparing an inventory of GED and High School Diploma Programs in Marin County in collaboration with Tamalpais Union High School District and California Department of Corrections and Rehabilitation, San Quentin. Analysis of service gaps to be included. Due to Nanda Schorske by 7-15-2014 for inclusion of 7-31-2014 Regional Comprehensive Plan, completed to date.


Published forms and templates from the AB 86 Adult Education grant instructions must be used. No other forms will be accepted.

Attendance at member and partner meetings required.

All documents and due dates must be met for payments to be made.

An invoice must be submitted to request payment for services per the above timeline and due dates.
ATTACHMENT B: COMPENSATION

District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

$30,200.00 Total agreement amount.

Funds are payable quarterly upon satisfactory submission of required grant documents. Invoice submission dates per:

AB 86 Grant Timeline and Due Dates
03/5/14 Performance Period Begins
07/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
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03/01/15 Due: Final Regional Comprehensive Plan
04/30/15 Due: Expenditure Report
06/30/15 Performance Period Ends
08/31/15 Due: Final Expenditure Report

Invoices submitted via email to nanda.schorske@marin.edu and kathy.takemoto@marin.edu by above due dates.
This Agreement ("Agreement"), made this 1 day of June, 2014, by and between the Marin Community College District, a political subdivision of the State of California ("District") and Tamalpais Union High Schc, a duly qualified consultant in the area(s) of AB 86 Adult Education Grant ("Consultant").

District and Consultant hereby agree as follows:

1. **Scope of Services:**
   Consultant agrees to provide services to District as set forth in Attachment A.

2. **Contract Documents:**
   The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. **Compensation:**
   As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in Attachment B.

4. **Term of Agreement:**
   The term of this Contract shall be from 6/20/14 to 6/30/2015 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

**District signature:**

**Consultant signature:**

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**Note:** Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.
1. **Consultant's Warranty:** District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

2. **Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

3. **Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.

4. **Extra (Changed) Work:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

6. **Transfer of Rights:** Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. **Ownership of Work Product:** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.
8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers 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 Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) ☐ Required/ ☑ Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) ☐ Required/ ☑ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

(c) ☐ Required/ ☑ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
(e) ☑ Required/ ☐ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than $1,000,000 combined single limit for each occurrence endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.”

(f) **Documentation:** The following documentation shall be submitted to the District:

1. Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

3. Upon District’s written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District’s request.

(g) **Policy Obligations:** Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. **Method and Place of Giving Notice, Submitting Bills and Making Payments:** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

**District:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904  
Attention: Vice President of Operations

**Consultant:**

Consultant Name ________________________________

Address ________________________________________

Title ____________________________________________

and when so addressed, shall be deemed given upon receipt via United States Mail postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.
11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Due Performance: Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement 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. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Marin, California, and no other place.

17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
20. **No Waiver of Breach**: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. **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.

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

23. **Headings**: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

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

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

26. **Attachments**: The following Attachments, attached hereto, are incorporated herein by reference:

- **Attachment A – Scope of Services**
- **Attachment B – Compensation**
ATTACHMENT A: SCOPE OF SERVICES

Consultant shall provide services to the District as follows:

AB 86 Grant Timeline and Due Dates
03/5/14 Performance Period Begins
07/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
10/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
12/31/14 Due: Draft Regional Comprehensive Plan and
01/31/15 Due: Expenditure Report
03/01/15 Due: Final Regional Comprehensive Plan
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8/31/15 Due: Final Expenditure Report

AB 86 Adult Education Grant deliverables to be submitted to Nanda Schorske at College of Marin per above grant timetable. Nanda.schorske@marin.edu.

Tamalpais Union High School District is responsible for preparing an inventory of GED and High School Diploma Programs in Marin County in collaboration with Novato Unified School District and California Department of Corrections - San Quentin. Analysis of service gaps to be included. Due to Nanda Schorske by 7-15-2014 for inclusion of 7-31-2014 Regional Comprehensive Plan, completed to date.


Published forms and templates from the AB 86 Adult Education grant instructions must be used. No other forms will be accepted.

Attendance at member and partner meetings required.

All documents and due dates must be met for payments to be made.

An invoice must be submitted to request payment for services per the above timeline and due dates.
ATTACHMENT B: COMPENSATION

District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

$30,200.00 Total agreement amount.

Funds are payable quarterly upon satisfactory submission of required grant documents. Invoice submission dates per:

AB 86 Grant Timeline and Due Dates
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06/30/15 Performance Period Ends
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Invoices submitted via email to nanda.schorske@marin.edu and kathy.takemoto@marin.edu by above due dates.
AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement"), made this ___ day of June, 2014, by and between the Marin Community College District, a political subdivision of the State of California ("District") and ___Marin County Office of Educ___, a duly qualified consultant in the area(s) of ___AB 86 Adult Education Grant___ ("Consultant").

District and Consultant hereby agree as follows:

1. Scope of Services:
   Consultant agrees to provide services to District as set forth in Attachment A.

2. Contract Documents:
   The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:
   As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in Attachment B.

4. Term of Agreement:
   The term of this Contract shall be from ___6/20/2014___ to ___6/30/2015___ inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District signature: __________________________________________________________________________

Consultant signature: _______________________________________________________________________

DISTRICT SIGNATURE: ______________________________________________________________________

CONSULTANT SIGNATURE: __________________________________________________________________

NAME/TITLE: ______________________________________________________________________________

NAME/TITLE: ______________________________________________________________________________

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.
GENERAL PROVISIONS

1. **Consultant’s Warranty:** District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by District shall not operate as a waiver or release.

2. **Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

3. **Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.

4. **Extra (Changed) Work:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

6. **Transfer of Rights:** Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. **Ownership of Work Product:** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.
8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers 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 Consultant’s performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant’s performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) ☐ Required/ ☐ Not Required: Worker’s compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.”

(b) ☐ Required/ ☐ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant’s liability, and personal injury liability.

(c) ☐ Required/ ☐ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
(e) Required/ □ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than $1,000,000 combined single limit for each occurrence endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.”

(f) Documentation: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District’s written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District’s request.

(g) Policy Obligations: Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

**District:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904  
Attention: Vice President of Operations

**Consultant:**

Consultant Name ____________________________  
Address ____________________________________  
Title ________________________________________

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.
11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Due Performance: Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement 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. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Marin, California, and no other place.

17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. 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.

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

23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

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

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

26. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A - Scope of Services
Attachment B - Compensation
Consultant shall provide services to the District as follows:

AB 86 Grant Timeline and Due Dates
03/5/14 Performance Period Begins
07/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
10/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
12/31/14 Due: Draft Regional Comprehensive Plan and
01/31/15 Due: Expenditure Report
03/01/15 Due: Final Regional Comprehensive Plan
04/30/15 Due: Expenditure Report
06/30/15 Performance Period Ends
8/31/15 Due: Final Expenditure Report

AB 86 Adult Education Grant deliverables to be submitted to Nanda Schorske at College of Marin per above grant timetable. Nanda.schoriske@marin.edu.

Marin County Office of Education is responsible for preparing an inventory of Regional Occupational Programs for adults, Programs for Disabled Adults (Workability Program), and GED and High School Diploma Programs for adults incarcerated at the Marin County Jail. Analysis of service gaps to be included. Due to Nanda Schorske by 7-15-2014 for inclusion of 7-31-2014 Regional Comprehensive Plan, completed to date.

Updates to Regional Occupational Programs for adults, Programs for Disabled Adults and GED and High School Diploma Programs for adults incarcerated at the Marin County Jail will be submitted to Nanda Schorske by 12-15-2014 and 1-15-2015 for 12-30-2014 and 1-31-15 inclusion in Regional Comprehensive Plan, completed to date.


Published forms and templates from the AB 86 Adult Education grant instructions must be used. No other forms will be accepted.

Attendance at member and partner meetings required.

All documents and due dates must be met for payments to be made.

An invoice must be submitted to request payment for services per the above timeline and due dates.
ATTACHMENT B: COMPENSATION

District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

$60,400.00 Total agreement amount.

Funds are payable quarterly upon satisfactory submission of required grant documents. Invoice submission dates per:

AB 86 Grant Timeline and Due Dates
03/5/14 Performance Period Begins
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03/01/15 Due: Final Regional Comprehensive Plan
04/30/15 Due: Expenditure Report
06/30/15 Performance Period Ends
8/31/15 Due: Final Expenditure Report

Invoices submitted via email to nanda.schorske@marin.edu and kathy.takemoto@marin.edu by above due dates.
AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement"), made this 1 day of June, 2014, by and between the Marin Community College District, a political subdivision of the State of California ("District") and CDCR-San Quentin, a duly qualified consultant in the area(s) of AB 86 Adult Education Grant ("Consultant").

District and Consultant hereby agree as follows:

1. **Scope of Services:**
   Consultant agrees to provide services to District as set forth in Attachment A.

2. **Contract Documents:**
   The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. **Compensation:**
   As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in Attachment B.

4. **Term of Agreement:**
   The term of this Contract shall be from 3/5/2014 to 6/30/2015 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

**District signature:**

**Consultant signature:**

DISTRICT SIGNATURE

CONSULTANT SIGNATURE

NAME/TITLE

NAME/TITLE

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.
1. **Consultant's Warranty:** District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

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7. **Ownership of Work Product:** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.
8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers 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 Consultant’s performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant’s performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) □ Required/ ☑ Not Required: Worker’s compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.”

(b) □ Required/ ☑ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant’s liability, and personal injury liability.

(c) □ Required/ ☑ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
(e) ☐ Required/ ☐ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than $1,000,000 combined single limit for each occurrence endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.”

(f) Documentation: The following documentation shall be submitted to the District:

1. Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

3. Upon District’s written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District’s request.

(g) Policy Obligations: Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

**District:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904  
Attention: Vice President of Operations

**Consultant:**

Consultant Name  
Address  
Title  

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.
11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Due Performance: Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

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14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement 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. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Marin, California, and no other place.

17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
20. **No Waiver of Breach**: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. **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.

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

23. **Headings**: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

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

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

26. **Attachments**: The following Attachments, attached hereto, are incorporated herein by reference:

   **Attachment A - Scope of Services**

   **Attachment B - Compensation**
ATTACHMENT A: SCOPE OF SERVICES

Consultant shall provide services to the District as follows:

AB 86 Grant Timeline and Due Dates
03/5/14 Performance Period Begins
07/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
10/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
12/31/14 Due: Draft Regional Comprehensive Plan and
01/31/15 Due: Expenditure Report
03/01/15 Due: Final Regional Comprehensive Plan
04/30/15 Due: Expenditure Report
06/30/15 Performance Period Ends
8/31/15 Due: Final Expenditure Report

AB 86 Adult Education Grant deliverables to be submitted to Nanda Schorske at College of Marin per above grant timetable. Nanda.Schorske@marin.edu.

California Department of Corrections and Rehabilitation - San Quentin is responsible for preparing an inventory of GED and High School Diploma Programs in Marin County in collaboration with Novato Unified School District and Tamalpais Union High School District. Analysis of service gaps to be included. Due to Nanda Schorske by 7-15-2014 for inclusion of 7-31-2014 Regional Comprehensive Plan, completed to date.


Published forms and templates from the AB 86 Adult Education grant instructions must be used. No other forms will be accepted.

Attendance at member and partner meetings required.

All documents and due dates must be met for payments to be made.

An invoice must be submitted to request payment for services per the above timeline and due dates.
ATTACHMENT B: COMPENSATION

District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

$1,355.00 Total agreement amount.

Funds are payable quarterly upon satisfactory submission of required grant documents. Invoice submission dates per:

AB 86 Grant Timeline and Due Dates
03/5/14 Performance Period Begins
07/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
10/31/14 Due: Regional Comprehensive Plan (Completed-to-Date) and Expenditure Report
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03/01/15 Due: Final Regional Comprehensive Plan
04/30/15 Due: Expenditure Report
06/30/15 Performance Period Ends
8/31/15 Due: Final Expenditure Report

Invoices submitted via email to nanda.schorske@marin.edu and kathy.takemoto@marin.edu by above due dates.
BACKGROUND:

The Boys & Girls Clubs of Marin and Southern Sonoma Counties (BGCMSSC) serves more than 5,100 youth ages 6 through 18. Their goal is to provide a safe place where youth can interact with caring adults who help them to develop a sense of belonging, usefulness, influence and competence. They are starting a new club at the San Jose Middle School neighboring the IVC campus and are in need of approximately 300 square feet of office space to support their new operations. The rent is $242.00 per month ($2,904.00 annually).

The attached agreement begins the use through June 30, 2015 with an option to extend the agreement as requested by BGCMSSC.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached agreement with Boys & Girls Clubs of Marin and Southern Sonoma Counties to use facilities for supporting the development of a new club at the San Jose Middle School neighboring the IVC campus.

Administrator Initiating Item:

Nanda Schorske, Executive Dean, Indian Valley Campus and Workforce Education & Economic Development
AGREEMENT FOR RENTAL OF OFFICE SPACE FOR THE BOYS AND GIRLS CLUBS OF MARIN AND SOUTHERN SONOMA COUNTIES

This agreement is between the Marin Community College District, hereinafter referred to as “District,” and the Boys & Girls Clubs of Marin and Southern Sonoma Counties, thereinafter referred to as “Clubs.”

The purpose of this Agreement is to provide office space for the operational component of the Clubs’ new club at the San Jose Middle School neighboring the Indian Valley Campus.

1. This Agreement commences on July 1, 2014 and terminates on June 30, 2015.

2. District agrees to rent to Clubs one (1) office space and conference room space located at the Indian Valley Campus, 1800 Ignacio Boulevard, Novato, California. The room designations are Miwok Bldg. 16 room 202 and 217.

3. Clubs has exclusive use of office space (Bldg. 16 room 202) during the rental period.

4. Clubs will be allowed to use the shared conference room (Bldg. 16 room 217) for one (1) hour a week at no additional charge. Any additional hours will be charged based on the standard non-profit rate approved by District. The current non-profit rate is $26/hr. Additional times may be scheduled by contacting the Facilities Use Office (485-9311).

5. District will provide light, heat, and use of restroom facilities.

6. Clubs is required to adhere to all District parking rules and regulations. Clubs may purchase up to five (5) annual staff parking permits for staff working on site. Daily parking permits are also available for purchase on an as-needed basis.

7. Clubs may request keys for up to five (5) staff for accessing the designated building and facilities.

8. Clubs may provide its own independent telephone and internet services as desired. Telephone and internet services may be contracted separately with District.

9. Clubs is responsible for keeping the office space and shared conference space in a neat and clean order.

10. Clubs is responsible directly or indirectly for supervision of its officers, agents, or employees in, on, or about the leased premises, including compliance with all District policies and procedures where applicable.

11. Clubs agrees to be responsible for repair or replace any District property damaged or destroyed as a result of Clubs’ use.

12. Clubs agrees to pay a monthly rent of Two Hundred and Forty Two Dollars ($242.00) per month due on or before the fifteenth (15th) day of the month of occupancy, or paid in full for twelve (12) months at a cost of Two Thousand Nine Hundred and Four Dollars ($2,904.00).
13. Clubs shall obtain and keep in force during this agreement, for the protection of the District and Clubs, comprehensive general bodily injury and property damage liability insurance in the combined single limit of not less than $1,000,000, including, but not limited to personal injury liability, broad form property damage liability, blanket contractual liability and projects liability, covering only the operations and activities of Clubs under this agreement, and shall deliver a certificate evidencing such policy or policies to the District upon the execution of this agreement by both parties. The insurance policy or policies shall contain a covenant by the issuing company that they shall not be cancelled unless a thirty (30) day written notice of cancellation is given to the District. The policy or policies shall further contain an endorsement naming Marin Community College District as an additional insured as respects the activities of this Agreement.

14. Except as otherwise provided, District and Clubs shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense including reasonable costs, collection expenses and attorney fees incurred, which arise by reason of the acts or omissions of the indemnifying party, its agent or employees in the performance of its obligations under this agreement.

15. Amendments to this Agreement may be made at any time with ninety (90) days advance written notice and mutual agreement of both parties.

16. If Clubs wishes to extend this agreement, Clubs shall provide written notice to District of desire to extend no later than Friday, April 3, 2015.

17. This Agreement may be terminated by either party at any time with ninety (90) days advance written notice. The Agreement may be terminated sooner than ninety (90) days by mutual agreement of both parties.

BY:

____________________________________________   __________________
David L. Solo   Date
President/CEO
Boys and Girls Club of Marin and Southern Sonoma Counties

____________________________________________   __________________
Greg Nelson          Date
Vice President of Finance & College Operations
Marin Community College District

June 1, 2014
BACKGROUND:
On November 7, 2007 the Board approved the Program Level (FEIR) Final Environmental Impact Report for the Kentfield Campus. The 2007 FEIR total gross square footage approved at the completion of the Bond Spending Implementation Plan was 400,514 SF with a projected completion in 2013.

The proposed total gross square footage at the completion of the Bond Spending Implementation Plan is now 403,452 SF with a projected completion in 2016.

The total proposed increase of 2,398 SF is due to minor changes in both the final program square footages for new facilities and in the demolition plans. The change proposed is the retention of the Village Square, the portables located on south campus adjacent to the existing tennis courts and the PE track in parking lot 11 at the south end of campus on the east side of College Avenue.

At this time the District is proposing to retain 11 modular buildings (referred to as the Village Square) which have been used during the bond construction as temporary classrooms and offices. The proposal also includes adding one modular building and a restroom/locker room building to accommodate the Police Station. The total proposed Village Square would be 14,040 SF and incorporate 13 DSA approved modular buildings as follows:

- 7 existing buildings housing classrooms
- 1 existing restroom building
- 3 existing buildings housing the Human Resources Offices
- 1 added restroom/locker room building
- 1 added building to house the new campus Police Station offices

FISCAL IMPACT:
The construction cost estimate based upon the cost of the new modular structures; DSA code requirements for fire alarm; and additional utility connections for this project is $150,000.

The construction costs will be paid from bond funds budgeted for the PE Complex Portables Project (850F). There sufficient funds within the 850 series of funds.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the Addendum to the Program Level FEIR (Final Environmental Impact Report) which proposes to retain the Village Square for an estimated fiscal impact amount of $150,000.
To: Board of Trustees  Date:  June 17, 2014
From: Superintendent/President  Item & File No. C.12.0.2.
Subject: Approve Annual Renewal Agreement
District Legal Consultant (831A)
Dannis Woliver Kelley

Reason for Board Consideration: ACTION APPROVAL

<table>
<thead>
<tr>
<th>BACKGROUND:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The District requires continuing legal services to support the District's Measure C Bond Program. In July 2005 the District approved an annual, renewable short form contract with Miller Brown &amp; Dannis, now known as Dannis Woliver Kelley (DWK). To date the Board has approved the annual contract extensions for this firm.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>ACTION APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DWK is responsible for performing legal reviews and recommendations on all matters related to the Measure C Bond Program. Examples of services include, but are not limited to, review of contracts and bid documents, preparation of pre-qualification criteria and forms, advice on delivery methods, CEQA processes and compliance, advising and representing on claims and disputes, and compliance with state and federal laws for California community colleges. DWK is representing the District in pursuing claims arising out of Measure C projects. These activities are expected to increase the legal and consulting fees in this fiscal year.</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>FISCAL IMPACT:</th>
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<tbody>
<tr>
<td>The current one year agreement will expire on June 30, 2014. A renewal contract for Fiscal Year 2014-2015 in the amount not-to-exceed $480,000 is requested, representing up to $30,000 in fees for general legal services, $30,000 for defense of potential claims or disputes resolution, $240,000 in legal fees to DWK for pursuit of potential claims, and up to $180,000 through DWK to consultants and expert witnesses for pursuit of claims.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECOMMENDATION:</th>
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<tbody>
<tr>
<td>The Superintendent/President recommends that the Board of Trustees approve a renewal contract with Dannis Woliver Kelley in an amount not to exceed $480,000 for the fiscal year July 1, 2014 through June 30, 2015 for legal services related to the Measure C bond program.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Administrator Approving Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura McCarty  Director of Modernization</td>
<td>David Wain Coon, Ed. D.  Superintendent / President</td>
</tr>
<tr>
<td>To:</td>
<td>Board of Trustees</td>
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<tr>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
</tr>
<tr>
<td>Subject:</td>
<td>Approve Authorization to Bid and Pre-Authorization to Award a Construction Contract SMCP Increments 2&amp;3 –Acid Waste System BMS Monitoring (305B)</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>ACTION APPROVAL</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The recently completed Science Math Nursing project included the installation of two separate acid waste monitoring systems, one for each laboratory building wing. The outflows from these monitoring systems were manually tested separately by the District and Ross Valley Sanitary District and the results confirmed the outflows to be within the acceptable pH ranges for discharge into the sanitary system. Since the project completion it was determined that the District must comply with the request for electronic monitoring of the acid waste system by Ross Valley Sanitary District.

The scope of work includes installing pH monitoring tanks downstream of the acid waste outflows and fiber connections between the monitoring tanks and the Central Plant BMS controller.

**FISCAL IMPACT:**

The construction cost estimate for this project is $25,000. The contract will be paid from bond funds budgeted for the SMCP Increment Project (305B).

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve authorization to bid and pre-approve authorization to award the construction contract for the SMCP Increments 2&3 –Acid Waste System BMS Monitoring (305B) to the lowest responsive responsible bidder subject to successful completion of the three (3) business day bid protest period.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Laura McCarty</td>
<td>David Wain Coon, Ed. D.</td>
</tr>
<tr>
<td>Director of Modernization</td>
<td>Superintendent/President</td>
</tr>
</tbody>
</table>
BACKGROUND:

On April 29, 2008 the Board authorized District staff to approve Measure C construction contract changes and amendments in order to facilitate the design and construction process in a timely manner. The Board re-authorized this pre-approval process in six-month increments on the following dates:

1. November 11, 2008
2. April 21, 2009
3. October 13, 2009
4. April 20, 2010
5. October 19, 2010
6. April 19, 2011
7. October 18, 2011
8. April 17, 2012
10. May 21, 2013
11. November 19, 2013

At this time the Board is asked to approve the next six-month authorization from June 2014 through December 2014 (consulting amendments are as indicated on the attached spreadsheet). The Board is also asked to reauthorize the authority delegated to the Director and VP Finance and Operations as stated in the original approval.

FISCAL IMPACT:

The fiscal impact of this procedure is positive, as projects will continue to proceed without delay.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the attached consultant spreadsheet and to continue granting authority to District staff to approve amendments and changes to Measure C contracts through December 2014 and to reauthorize the authority delegated to the Director and VP Finance and Operations as stated in the original approval.
### BOT Pre-Approval - Professional Service Contracts

<table>
<thead>
<tr>
<th>Consultant:</th>
<th>Responsibility:</th>
<th>Total Approved Contract Amount through 05/20/14 BOT</th>
<th>Balance of Previously Approved Request ($) Rollover to June 2014 BOT</th>
<th>Additional Request ($) from June 2014 BOT - December 2014 BOT</th>
<th>PM Notes:</th>
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<tbody>
<tr>
<td>4Leaf, Inc.</td>
<td>DSA Inspector-SMCP &amp; CSC</td>
<td>$1,530,908</td>
<td>$26,699</td>
<td></td>
<td>Potential add services to respond to unforeseen conditions and agency requests for LRC Seismic (302B); NAC (303B)</td>
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<tr>
<td>A3Geo, Inc.</td>
<td>Geotech Engineer - PE Track</td>
<td>$279,203</td>
<td>$0</td>
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<td>Alfa Tech Cambridge Group, Inc.</td>
<td>District MEP</td>
<td>$2,126,332</td>
<td>$50,000</td>
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<td>Amy Skewes-Cox</td>
<td>District CEQA Consultant</td>
<td>$7,500</td>
<td>$0</td>
<td>$50,000</td>
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<tr>
<td>Ballard &amp; Watkins Construction Services</td>
<td>DSA Inspector - PA</td>
<td>$870,450</td>
<td>$13,003</td>
<td>$25,000</td>
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<tr>
<td>Consolidated Engineering Laboratories</td>
<td>Testing &amp; Inspection Geotech</td>
<td>$1,381,230</td>
<td>$97,466</td>
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<td>CSW/Stroeh Engineering</td>
<td>District Civil Engineer</td>
<td>$2,231,814</td>
<td>$13,730</td>
<td>$50,000</td>
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<td>Davis Langdon/AECOM</td>
<td>OPR/District-Wide LEED Consultant</td>
<td>$116,500</td>
<td>$93,300</td>
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<td>Degenkolb Engineers</td>
<td>District Structural Engineer</td>
<td>$368,830</td>
<td>$38,000</td>
<td>$50,000</td>
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<tr>
<td>ED2 International</td>
<td>Project Specific Architect - SMCP &amp; FA Weatherization</td>
<td>$8,178,614</td>
<td>$52,065</td>
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<td>Environmental Resource Group (ERG)</td>
<td>Move &amp; Disposal Svcs of Chemicals &amp; Radioactive</td>
<td>$131,876</td>
<td>$49,523</td>
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<td>Environmental Science Associates (ESA)</td>
<td>CEQA Consultant - NAC &amp; CSC</td>
<td>$311,676</td>
<td>$226,622</td>
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<td>Gayner Engineers</td>
<td>Mechanical &amp; Electrical</td>
<td>$65,550</td>
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<td>GeoTech Utility Locating LLC</td>
<td>Utility locating</td>
<td>$101,235</td>
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<td>Glumac Engineers</td>
<td>LEED Commissioning</td>
<td>$117,500</td>
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<tr>
<td>Hardison, Komatsu, Ivelich &amp; Tucker (HKIT)</td>
<td>Project Specific Architect - Trans Tech &amp; CSC</td>
<td>$2,336,292</td>
<td>$211,057</td>
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<tr>
<td>Julia H. Beatty</td>
<td>Move Planning Svcs</td>
<td>$160,050</td>
<td>$19,940</td>
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<td>Kate Keating Associates, Inc.</td>
<td>District Signage Consultant</td>
<td>$529,503</td>
<td>$138,090</td>
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<td>Hirtzer Inspection Services</td>
<td>Inspection Services</td>
<td>$247,920</td>
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<td>LSA Associates, Inc.</td>
<td>District Environmental Monitor</td>
<td>$304,768</td>
<td>$109,984</td>
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<tr>
<td>Marcy Wong Donn Logan Architects (MWDL)</td>
<td>Project Specific Architect - FA &amp; PA</td>
<td>$3,939,820</td>
<td>$105,971</td>
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<tr>
<td>Ninyo &amp; Moore</td>
<td>Industrial Hygienist</td>
<td>$410,836</td>
<td>$0</td>
<td>$50,000</td>
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<tr>
<td>Noll &amp; Tam Architects and Planners</td>
<td>Project Specific Architect - ASC</td>
<td>$229,906</td>
<td>$36,294</td>
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<td>Nor-Cal Moving Services</td>
<td>Movers &amp; Storage</td>
<td>$346,872</td>
<td>$72,411</td>
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<td>PAE Consulting Engineers, Inc.</td>
<td>Geothermal Engineer - NAC</td>
<td>$106,835</td>
<td>$104,000</td>
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<td>Radios</td>
<td>FF&amp;E Consultant</td>
<td>$348,898</td>
<td>$68,272</td>
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<tr>
<td>Royston, Hanamoto, Alley &amp; Abey (RHAA)</td>
<td>District Landscape Architect</td>
<td>$808,234</td>
<td>$94,661</td>
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<td>Sally Swanson Architect</td>
<td>Access Compliance Services</td>
<td>$394,110</td>
<td>$0</td>
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<td>TCL Architecture</td>
<td>Project Specific Architect - New Academic Center</td>
<td>$2,516,995</td>
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<td>Urban Forestry Assoc, Inc.</td>
<td>Project Specific &amp; District Arborist</td>
<td>$53,274</td>
<td>$32,185</td>
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<td>Visions Management</td>
<td>Move Planning Services</td>
<td>$124,552</td>
<td>$10,248</td>
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<td>Vlaming &amp; Assoc.</td>
<td>Project Stabilization</td>
<td>$27,500</td>
<td>$20,000</td>
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<td>Future Moving &amp; Storage Services</td>
<td>Movers &amp; Storage</td>
<td>$0</td>
<td>$174,303</td>
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<td>Future Consultants not yet under contract</td>
<td>Various special consultant services</td>
<td>$0</td>
<td>$186,920</td>
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<tr>
<td>To:</td>
<td>Board of Trustees</td>
<td>Date:</td>
<td>June 17, 2014</td>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.P.</td>
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</tr>
<tr>
<td>Subject:</td>
<td>July 2014 Board Meeting</td>
<td>Reason for Board Consideration:</td>
<td>DISCUSSION AND POTENTIAL ACTION</td>
<td></td>
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</tr>
<tr>
<td>Enclosure(s):</td>
<td></td>
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</table>

**BACKGROUND:**

The Board of Trustees adopted the 2014 meeting schedule at the December 10, 2013 Organizational Meeting and revised the schedule in February 2014. The Board also took action to remove the July 15, 2014 meeting at the April 2014 Board meeting.

Trustees have expressed an interest in revisiting the discussion about the July Board Meeting.
# BOARD AGENDA ITEM

**To:** Board of Trustees  
**From:** Superintendent/President  
**Subject:** Contracts and Agreement for Services for Month of May 2014

**Reason for Board Consideration:**

**Enclosure(s):**

**BACKGROUND:**

Attached for your information is a listing of all External Consultants and Contractors with whom we entered into a contract in excess of $1,000 with a description of services provided.

---

**Administrator Initiating Item**

Greg Nelson, Vice President of Finance and College Operations
### Contracts and Agreement for Services for May 2014

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0220425</td>
<td>Larry D Martinson</td>
<td>Student Affairs</td>
<td>$1,077.25</td>
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<tr>
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<td>Creation services for graduation diploma jacket covers.</td>
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<tr>
<td>P0220426</td>
<td>Terri Hardesty</td>
<td>Advancement</td>
<td>$1,250.00</td>
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<td>Video services for the College.</td>
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<tr>
<td>P0220427</td>
<td>Betty Beavers</td>
<td>District Wide</td>
<td>$2,400.00</td>
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<td>Legal services for the College.</td>
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<tr>
<td>P0220428</td>
<td>American Dental Association</td>
<td>Allied Health</td>
<td>$1,525.00</td>
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<td>Accreditation services for the College’s Dental program.</td>
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<tr>
<td>P0220459</td>
<td>Dollar Thrifty Automotive Group, Inc.</td>
<td>Physical Education</td>
<td>$3,064.53</td>
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<td>Van rental services for seven Men’s Baseball away games.</td>
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<tr>
<td>P0220478</td>
<td>Konica Minolta Business Solutions</td>
<td>Logistics</td>
<td>$4,889.38</td>
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<td>Copier leasing services for two months.</td>
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<td>P0220495</td>
<td>Alexander Bolias</td>
<td>Community Education</td>
<td>$1,610.00</td>
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<td>Lecturing services for CRN 85282 First Aid for Public Safety.</td>
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<tr>
<td>P0220500</td>
<td>Judith Creighton</td>
<td>Community Education</td>
<td>$2,000.00</td>
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<td>Lecturing services for CRN 35128 Introduction to Artisan Cheese and Its Traditions.</td>
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<td>P0220520</td>
<td>Liebert Cassidy Whitmore</td>
<td>District Wide</td>
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<td>Legal services for the College.</td>
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<tr>
<td>P0220532</td>
<td>Assessment Technologies Institute, LLC.</td>
<td>Health Sciences</td>
<td>$3,200.00</td>
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<td>Testing services for the Nursing ATI tests.</td>
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<tr>
<td>P0220539</td>
<td>SimplexGrinnel</td>
<td>Career Education</td>
<td>$2,472.00</td>
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<tr>
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<td>Sprinkler replacement services for the Auto Collision paint spraying booths.</td>
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<tr>
<td>P0220551</td>
<td>Bruce MacCarthy Plumbing and Heating</td>
<td>Grounds</td>
<td>$1,278.50</td>
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<td>Repair service for backflow device.</td>
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<tr>
<td>P0220566</td>
<td>EDU Business Solutions, Inc.</td>
<td>Logistics</td>
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<td>Printshop Pro Manager licensing and support services for Reprographic Department.</td>
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<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Department</td>
<td>Amount</td>
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<td>------------------</td>
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<td>P0220567</td>
<td>Affinaquest</td>
<td>Advancement</td>
<td>$3,800.00</td>
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<td>Management services to manage lists of donations.</td>
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<td>Prepare and facilitate Board of Trustee self-evaluation.</td>
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<td>Licensing and support services for Classroom ConnectPlus.</td>
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### Contracts and Agreement for Services for May 2014

**OVER $1,000.00**

**MONTHLY REVIEW**

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<td>Trouble shoots and repair services for the Physical Education and Fine Arts building strobe loops.</td>
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### CAPITAL PROJECTS FUND

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<td>Will Fahy Tree Services</td>
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<td>Tree trimming and sod installation services at Indian Valley Campus.</td>
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### MEASURE C BOND FUND

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</table>
## Contracts and Agreement for Services for May 2014

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
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<tr>
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<td>Annual licensing and support services for the RIMS records management system software.</td>
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BUDGET UPDATE

Bond spending plan: $260.3 million ($249.5 m bond, $10.8 m interest)
Reserves: $3,279,336, of which $2,800,000 is allocated to IVC
Expended to date: $225.3 million (86.5% of bond spending plan)
  • Assessment $ 5.5 million
  • Planning/design $ 77.0 million
  • Construction $142.8 million

Summary of modernization items in this agenda:

Consent (all routine items not requiring resolution or discussion): ($1,460,311.54)

Ratify / Approve Modernization Contracts, Changes and Amendments ($1,460,311.54)
  • Eight (8) new construction contracts for ratification ($1,291,074.54)
  • One (1) construction change order ($34,742)
  • Four (4) professional service agreement amendments ($64,895)
  • Three (3) Professional services agreements - Approval ($69,600)

Action (items requiring resolution or discussion): ($480,000.00)

1. Approve Addendum to the Program Level Final Environmental Impact Report.


4. Re-authorization for Staff Approval of Measure C Contract Changes and Amendments.

Total of new contracts / changes / amendments in this agenda: ($1,940,311.54)
CURRENT DESIGN

Village Square (formerly Portable Village)

The process to make the Village Square a long term facility including the Police relocation continues. This includes an approval process from DSA and an amendment to the Environmental Impact Report (see action item this month). Preliminary information from DSA indicates we will need to reduce the size of the 3 larger classrooms due to fire code. We are assessing the impact on class scheduling to come up with the optimum configuration. The Sherriff’s offices will be moving to the Village Square. This is a separate process since it is a non-college facility.

Once the Police have moved, TB-1 can be demolished. The final schedule depends on DSA approval; however we anticipate this to be September timeframe.

Relocation of the Health Services portable:

Design is well underway to relocate the health services portable across the creek near the Student Services building. This has involved some intensive underground utility and site coordination. We anticipate an over-the-counter DSA approval later this month and the move to take place late July-early August.

CURRENT CONSTRUCTION

Kentfield ADA projects (FH, SS & LRC):

Construction is off to a great start as we completed the major demolition within the first week. Intensive coordination of construction zones and restroom availability is underway in the user occupied areas. We are tracking for completion before the start of the Fall semester.

Academic Center:

Construction is proceeding with much of the wall framing now complete. Activities we will see in the coming weeks will include mechanical, electrical and plumbing infrastructure.

This report period we also began the geothermal tie-in for the Academic Center. Construction of this can be seen around the LRC & creek area as drill rigs insert piping that will complete the geothermal loop service to the new building.

We continue to experience significant costs due to previously unknown water contamination from the gas station that existed on the site. Amendment 5 to Stellar Environmental in the consent matrix ($51,675) represents additional work required by County of Marin Water Board.
We anticipate this to be the last major effort for this matter. Requirements for ongoing monitoring are being reviewed.

We present change order No. 5 this report period in the amount of $34,742. This includes design coordination items mostly mechanical, electrical & plumbing. Change orders are now at 3.2% for the Academic Center.

**Fine Arts Weatherization:**

Installation of the steel canopies is complete; glazing installation will follow. We are unfortunately still behind schedule due to very slow performance of the glazing subcontractor, however, this has no cost impact.
## 2.1 Schedule

Marin Community College District - College of Marin

Includes BSP approved on January 21, 2014

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</tbody>
</table>

| 306C New Fine Arts Building - see note 2 |
| Oct 2006 Schedule/Budget | $1,752,885 | $15,977,030 | $17,709,918 |
| Feb 2007 Schedule/Budget | $1,849,800 | $17,149,500 | $18,999,300 |
| Mar 2009 Schedule/Budget | $2,047,000 | $16,953,000 | $19,000,000 |
| Mar 2011 Schedule/Budget | $2,149,459 | $17,199,841 | $19,349,300 |
| Current Schedule (% of current phase) | 100% | 100% | NTP Aug 2009; Subst Compl Jan 2011 |
| Current expenditures (% of budget) | 99% | 100% | $2,136,200 | $17,138,052 |

| 306A Performing Arts Modernization - see note 3 |
| Oct 2006 Schedule/Budget | $1,052,468 | $9,720,632 | $10,773,100 |
| Feb 2007 Schedule/Budget | $1,578,000 | $15,622,000 | $17,200,000 |
| Mar 2009 Schedule/Budget | $1,678,000 | $15,522,000 | $17,200,000 |
| Mar 2011 Schedule/Budget | $1,891,978 | $15,308,022 | $17,200,000 |
| Current Schedule (% of current phase) | 100% | 100% | NTP Feb 2011; Subst Compl Dec 2012 |
| Current expenditures (% of budget) | 98% | 99% | $1,845,145 | $15,124,051 |
### 2.1 Schedule

**Marin Community College District - College of Marin**

Includes BSP approved on January 21, 2014

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Date</th>
<th>Schedule</th>
<th>Budget</th>
<th>Current Schedule</th>
<th>Current Expenditures</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>308B Diamond PE Center Alterations - see note 4</td>
<td>Oct 2006</td>
<td>$2,100,503</td>
<td>$19,220,368</td>
<td>$21,320,871</td>
<td>100%</td>
<td>NTP Aug 2008; Subst Compl Aug 2009</td>
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<tr>
<td></td>
<td>Feb 2007</td>
<td>$2,149,258</td>
<td>$20,256,577</td>
<td>$22,404,835</td>
<td>100%</td>
<td></td>
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<tr>
<td></td>
<td>Mar 2009</td>
<td>$2,149,258</td>
<td>$20,256,577</td>
<td>$22,404,835</td>
<td>100%</td>
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<tr>
<td></td>
<td>Jan 2010</td>
<td>$2,612,211</td>
<td>$18,613,862</td>
<td>$21,226,073</td>
<td>100%</td>
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<tr>
<td></td>
<td>Aug 2012</td>
<td>$2,600,406</td>
<td>$18,594,706</td>
<td>$21,165,112</td>
<td>100%</td>
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<tr>
<td>402A Transportation Technology Complex - see note 5</td>
<td>Oct 2006</td>
<td>$654,284</td>
<td>$6,032,520</td>
<td>$6,686,804</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Feb 2007</td>
<td>$1,464,750</td>
<td>$11,578,076</td>
<td>$13,042,826</td>
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<td></td>
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<tr>
<td></td>
<td>Nov 2009</td>
<td>$1,464,750</td>
<td>$11,578,076</td>
<td>$13,042,826</td>
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<tr>
<td></td>
<td>Mar 2011</td>
<td>$1,475,880</td>
<td>$10,215,841</td>
<td>$11,691,721</td>
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<tr>
<td>417A Main Building Complex - see note 6</td>
<td>Oct 2006</td>
<td>$2,119,150</td>
<td>$19,474,558</td>
<td>$21,593,708</td>
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<td></td>
<td>Feb 2007</td>
<td>$2,410,000</td>
<td>$19,890,000</td>
<td>$22,300,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nov 2009</td>
<td>$2,410,000</td>
<td>$19,890,000</td>
<td>$22,300,000</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Apr 2010</td>
<td>$2,410,000</td>
<td>$19,196,600</td>
<td>$21,606,600</td>
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<tr>
<td></td>
<td>Mar 2011</td>
<td>$2,108,913</td>
<td>$18,097,687</td>
<td>$20,206,600</td>
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<tr>
<td></td>
<td>Aug 2012</td>
<td>$2,077,143</td>
<td>$18,019,307</td>
<td>$20,096,450</td>
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</tbody>
</table>

**Notes:**
- BSP: Baseline Schedule Plan
- NTP: Near Term Plan
- Subst: Substantial Completion
## 2.1 Schedule

### Marin Community College District - College of Marin

Includes BSP approved on January 21, 2014

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Q3</td>
<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
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<td>Q4</td>
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</tbody>
</table>

### 303B New Academic Center - see note 7

<table>
<thead>
<tr>
<th>Schedule/Budget</th>
<th>Current Schedule (% of current phase)</th>
<th>Current expenditures (% of budget)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 2006</td>
<td>100%</td>
<td>$2,628,240</td>
</tr>
<tr>
<td>Feb 2007</td>
<td>100%</td>
<td>$8,463,753</td>
</tr>
<tr>
<td>Nov 2009</td>
<td>33%</td>
<td>$31,646,154</td>
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<tr>
<td>Jan 2010</td>
<td>69%</td>
<td>$5,465,961</td>
</tr>
<tr>
<td>Mar 2011</td>
<td>69%</td>
<td>$15,677,000</td>
</tr>
<tr>
<td>Aug 2013</td>
<td>100%</td>
<td>$14,600</td>
</tr>
<tr>
<td>NTP August 2013</td>
<td>Subst Compl March 2015</td>
<td></td>
</tr>
</tbody>
</table>

### 301B Austin Demo Removal/Relocation of Portables - see note 8

<table>
<thead>
<tr>
<th>Schedule/Budget</th>
<th>Current Schedule (% of current phase)</th>
<th>Current expenditures (% of budget)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar 2011</td>
<td>100%</td>
<td>$679,900</td>
</tr>
<tr>
<td>Jan 2014</td>
<td>69%</td>
<td>$242,575</td>
</tr>
<tr>
<td>NTP Sept 2012; Subst Compl April 2013</td>
<td>Multiple small Portable projects ongoing; Austin Demo spring 2015 TBD</td>
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</table>

### 303C Child Study Center - see note 9

<table>
<thead>
<tr>
<th>Schedule/Budget</th>
<th>Current Schedule (% of current phase)</th>
<th>Current expenditures (% of budget)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar 2011</td>
<td>100%</td>
<td>$472,243</td>
</tr>
<tr>
<td>Dec 2011</td>
<td>98%</td>
<td>$3,004,354</td>
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<tr>
<td>Aug 2012</td>
<td>98%</td>
<td>$825,340</td>
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<tr>
<td>NTP September 2012; Subst Compl April 2013</td>
<td>Multiple small Portable projects ongoing; Austin Demo spring 2015 TBD</td>
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</tr>
</tbody>
</table>

### 306D Fine Arts Weatherization & Mechanical Remediation

<table>
<thead>
<tr>
<th>Schedule/Budget</th>
<th>Current Schedule (% of current phase)</th>
<th>Current expenditures (% of budget)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec 2011</td>
<td>100%</td>
<td>$1,148,340</td>
</tr>
<tr>
<td>Aug 2012</td>
<td>100%</td>
<td>$3,802,966</td>
</tr>
<tr>
<td>NTP September 2012; Subst Compl April 2013</td>
<td>Multiple small Portable projects ongoing; Austin Demo spring 2015 TBD</td>
<td></td>
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</tbody>
</table>
## 2.1 Schedule

Marin Community College District - College of Marin

Includes BSP approved on January 21, 2014

<table>
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<tbody>
<tr>
<td>Q1</td>
<td>Q2</td>
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<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
</tr>
<tr>
<td>309A ADA Upgrades KTD - see note 10</td>
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<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>$363,100</td>
<td>$636,900</td>
<td>$1,000,000</td>
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<tr>
<td>Jan 2014 Schedule/Budget</td>
<td>$490,425</td>
<td>$2,000,575</td>
<td>$2,500,000</td>
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<tr>
<td>Current Schedule (% of current phase)</td>
<td>95.0%</td>
<td>20.0%</td>
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<tr>
<td>Current expenditures (% of budget)</td>
<td>63%</td>
<td>7.2%</td>
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<tr>
<td>302B LRC Voluntary Seismic Upgrade</td>
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<tr>
<td>Jan 2014 Schedule/Budget</td>
<td>$60,000</td>
<td>$920,000</td>
<td>$1,000,000</td>
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<td>Current Schedule (% of current phase)</td>
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<tr>
<td>Current expenditures (% of budget)</td>
<td>13%</td>
<td>0%</td>
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<tr>
<td>315B New Utility Building</td>
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<tr>
<td>Jan 2014 Schedule/Budget</td>
<td>$27,500</td>
<td>$572,500</td>
<td>$800,000.00</td>
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</tbody>
</table>
| Notes:

1. SMCP project (305A) is substantially complete and occupied.
2. FA Project (306C) budget increased in June BSP to accommodate additional equipment requests and infrastructure adjustments.
3. PA project (306A) is substantially complete and final FF&E is being installed.
4. PE project (308B) is complete.
5. TransTech (402A) is complete.
6. Main Bldg (417A) is complete.
7. NAC project (303B) in construction.
8. Austin Demo project (301B) now includes Portables removal / relocations.
9. CSC project (303C) is complete.
10. The current schedule and expenditures reflects the recent ADA Pathway project completion; the new ADA construction NTP was May 2014.
**Marin Community College District**  
**Measure C Bond Program - Milestones Report**  

Milestones listed include BOT approvals/ratifications through May 20, 2014  

Note: The report reflects current work.

### B. CSW Stuber-Stroeh (Bioswale / West Campus Bridge / Sitework)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Geothermal design, submittal review and construction administration for the New Academic Center project (303B)</td>
<td>8/31/2014</td>
<td>Amendment 46</td>
<td>In progress</td>
</tr>
<tr>
<td>Additional services for updating landmark underground utility mapping; website &amp; mapping maintenance. (303B &amp; 803A)</td>
<td>8/31/2014</td>
<td>Amendment 48</td>
<td>In Progress</td>
</tr>
<tr>
<td>Additional services for LRC Seismic Project utility relocation and relocation of Health Services and Restrooms relocation of Portables</td>
<td>8/31/2014</td>
<td>Amendment 49</td>
<td>In Progress</td>
</tr>
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</table>

### C. ED2 International (Fine Arts Weatherization)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract includes: programming phase, schematic design phase, design development phase, construction document phase, bidding, construction &amp; close out; FA Weatherization (306D)</td>
<td>11/15/2011 - 12/31/2013</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
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</table>

### D. ED2 International (Science / Math / Central Plant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
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<tbody>
<tr>
<td>Long Form Contract - Construction Closeout Phase</td>
<td>8/7/2010-12/31/2012</td>
<td>Long Form Contract</td>
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</table>

### F. HKIT (Hardison, Komatsu, Ivelich & Tucker) (Transportation Technology Center/Child Study Center)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Long Form Contract for Child Study Center Project 303C</td>
<td>10/1/2010 - 11/30/2013</td>
<td>Long Form Contract</td>
<td>In progress</td>
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<tr>
<td>Approval process for retention of Portable Village; PE Complex Portables (850F)</td>
<td>2/1/2014-12/31/2014</td>
<td>Amendment 5</td>
<td>In progress</td>
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<tr>
<td>Health Services Portable (850G)</td>
<td>2/1/2014-12/31/2014</td>
<td>Amendment 5</td>
<td>In progress</td>
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### G. Kate Keating Associates, Inc. (District Signage Consultant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design service for Building Mounted Acknowledgement Plaque; Replace IVC to &quot;Library&quot;; Kentfield Campus map-identify construction zones</td>
<td>6/15/2014</td>
<td>Amendment 7</td>
<td>In progress</td>
</tr>
<tr>
<td>NAC 303B-Interior &amp; Exterior signage design for the New Academic Center</td>
<td>6/30/2015</td>
<td>Amendment 9</td>
<td>In progress</td>
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</table>

### J. Royston Hanamoto Alley & Abey (District Landscape Consultant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape design for new ADA ramp/pathway adjacent to LRC and SS bldgs.; NAC site tree removal and replanting site coordination</td>
<td>5/15/2014</td>
<td>Amendment 19</td>
<td>In progress</td>
</tr>
<tr>
<td>Update of District Tree Program on KTD campus (807A)</td>
<td>5/15/2014</td>
<td>Amendment 24</td>
<td>In progress</td>
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### K. TLCD Architecture (New Academic Center)

<table>
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<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Long Form Contract includes: programming phase, schematic design phase, design development phase, construction document phase, bidding, construction &amp; close out; NAC Project 303B</td>
<td>9/11/2015</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>Architectural and Landscape service to develop Great Lawn concepts presented to BOT and refine design in preparation for group meetings; peer review costs for building waterproofing details</td>
<td>6/15/2014</td>
<td>Amendment 4</td>
<td>In progress</td>
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