

**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD OF TRUSTEES  
[www.mpc.edu/GoverningBoard](http://www.mpc.edu/GoverningBoard)**

**REGULAR MEETING**

**TUESDAY, DECEMBER 13, 2011**

**NEW BUSINESS ITEMS:**

**MONTHLY FINANCIAL REPORTS,**

**RESOLUTIONS,**

**INFORMATION ITEMS,**

**AND CALENDAR OF EVENTS**

1:30pm, Closed Session, Stutzman Seminar Room, LTC  
3:00pm, Regular Meeting, Sam Karas Room, LTC  
980 Fremont Street, Monterey, California 93940

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. A

Office of the Superintendent/President  
College Area

### Proposal:

That the Governing Board ratify the employment agreement with Dr. Céline Pinet to serve as the Vice President for Academic Affairs of Monterey Peninsula Community College District.

### Background:


Following a complete and thorough selection, the employment of Dr. Céline Pinet as Vice President for Academic Affairs is being recommended by Superintendent/President Dr. Douglas Garrison for the approval of the Board of Trustees.


Contract discussions have occurred and final contract terms have been agreed to and are attached for review and approval.

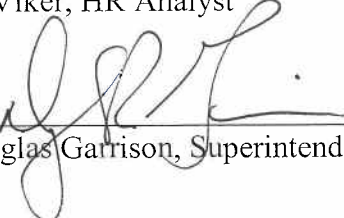
### Budgetary Implications:

Included in budget.

**RESOLUTION: BE IT RESOLVED**, that the agreement to employ Dr. Céline Pinet as the Vice President for Academic Affairs, effective February 6, 2012 and ending June 30, 2014, be ratified.

**Recommended By:**   
Barbara Lee, Associate Dean of Human Resources

**Prepared By:**   
Kali F. Viker, HR Analyst

**Agenda Approval:**   
Dr. Douglas Garrison, Superintendent/President



MONTEREY PENINSULA  
COLLEGE

**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT**

**AGREEMENT**

This agreement is made and entered into by and between the Monterey Peninsula Community College District, acting by and through the Governing Board of Said Monterey Peninsula Community College District, hereinafter referred to as the District, and Dr. Céline Pinet, hereinafter referred to as the Vice President for Academic Affairs.

**WITNESSETH**

**Length of Contract and Compensation:** That the District agrees to elect and employ and hereby does elect and employ Dr. Céline Pinet as Vice President for Academic Affairs of the Monterey Peninsula Community College District. The term of said employment is to commence on the 6th day of February 2012 and end on the 30th day of June 2014, at an annual rate of \$132,444 (Track V, Step 3, Year 2) including the doctoral stipend of \$2,844 [pending receipt of official transcripts] on the Administrative Salary Schedule). This amount will be payable on the normal payroll date of each calendar month. The District agrees that the Vice President will advance to Step 4 on the Administrative Salary Schedule on February 1, 2014 pending satisfactory performance evaluations.

Unless otherwise specified, all health and welfare benefits granted the faculty will also be granted to the Vice President.

In addition, the Vice President will receive a 5% salary stipend for serving on one or more District negotiating team(s). This amount will be paid as part of the salary installment.

The District agrees to pay, in accordance with District policy, the actual and necessary traveling, living, and conference expenses incurred by the Vice President when performing services for the District outside of said District.

The District will provide a \$200 per month "car allowance" to the Vice President. As with salary installments, this amount will be payable on the normal payroll date of each calendar month.

The District will provide a \$200 per month "personal expense allowance" to the Vice President. As with the salary installments, this amount will be payable on the normal payroll date of each calendar month.

**Work Year:** That the work year for the Vice President shall be a twelve month year.

**Vacation:** That the Vice President may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be accumulated beyond forty-four (44) days. Board Policy 5575 shall apply to vacation. In the event of termination of employment, the Vice President shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

**Sick Leave:** That in addition to any accrued sick leave forwarded from another California school or community college district under Education Code section 87782, the Vice President shall accrue sick leave at the rate of twelve (12) days per contract year.

**Other Leave:** That per Board Policy 5580, the Vice President may also take an additional ten (10) days per year beyond the normal vacation for study, travel, and general professional improvement. Leave under this policy is non-cumulative and must be taken within the year in which it is earned. In no event, shall any unused portion of this leave be subject to payment.

**Responsibilities:** That it is hereby further mutually understood and agreed by and between the parties hereto, as follows:

- 1) That Dr. Céline Pinet accepts said employment for the term and at the compensation stated above and agrees to perform the duties of Vice President for Academic Affairs at the Monterey Peninsula Community College District, whether such duties are imposed by law or required by the District.
- 2) That Dr. Céline Pinet shall devote her full time to the performance of the duties of Vice President of the Monterey Peninsula Community College District.

**Evaluation:** That the Superintendent/President may evaluate and assess in writing the performance of the Vice President at any time, and shall do so at least once a year during the term of this agreement.

**Termination:** That the District and the Vice President for Academic Affairs agree to the following provisions:

- 1) Mutual Consent. This agreement may be terminated at any time by mutual consent of the District and the Vice President for Academic Affairs.
- 2) Resignation. The Vice President for Academic Affairs may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.
- 3) Non-renewal of Agreement by the District. The District may elect not to renew this Agreement for any reason by providing six (6) months written notice to the Vice President for Academic Affairs in accordance with Education Code section 72411.

- 4) Termination for Cause. The Superintendent/President, upon approval of the Board, may terminate the employment of the Vice President for cause as enumerated in Board Policy 5325 and Education Code sections 87732 and 87735.

General: Unless otherwise specified, Governing Board policies for Management, Supervisory, and Confidential Employees (Series 5500) shall also apply to the Vice President.

The terms of the agreement are subject to change by mutual written agreement of the parties hereto.

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Dr. Céline Pinet has signed her name signifying acceptance of the terms of this agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Chair, Governing Board  
Monterey Peninsula Community College District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Douglas R. Garrison, Superintendent/President  
Monterey Peninsula Community College District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Céline Pinet  
Vice President for Academic Affairs

cc: Personnel File

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. B

Administrative Services  
College Area

### Proposal:

That the Governing Board approve Dr. Douglas Garrison, Superintendent/President, and Mr. Stephen Ma, Vice President for Administrative Services, to be authorized signatories for all expenditure warrants, contracts and other official documents on behalf of Monterey Peninsula Community College District, as requested by the Monterey County Office of Education.

### Background:

Education Code Section 85232 states "Each order drawn on the funds of a community college district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name". The Monterey County Office of Education has recommended that this authorization status be updated to reflect the individual(s) currently authorized to sign orders, contracts and other official documents on behalf of the District.

**Budgetary Implications:** None.

**Resolution:** **BE IT RESOLVED**, that the Governing Board approve Dr. Douglas Garrison, Superintendent/President, and Mr. Stephen Ma, Vice President for Administrative Services, to be authorized signatories for all expenditure warrants, contracts and other official documents on behalf of Monterey Peninsula Community College District, as requested by the Monterey County Office of Education.

**Recommended By:**



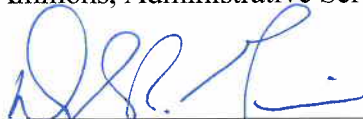
Stephen Ma, Vice President for Administrative Services

**Prepared By:**



Suzanne Ammons, Administrative Services

**Agenda Approval:**



Dr. Douglas Garrison, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. C

Administrative Services  
College Area

### Proposal:

That the Governing Board approve Dr. Douglas Garrison, Superintendent/President, Stephen Ma, Vice President for Administrative Services, and Rosemary Barrios, Controller to be authorized signatories for the bankcard accounts maintained by Monterey Peninsula College at First National Bank of Central California, as requested by the Monterey County Office of Education.


### Background:

Education Code Section 85232 states "Each order drawn on the funds of a community college district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name". The Monterey County Office of Education has recommended that this authorization status be updated to reflect the individual(s) currently authorized to sign bank card accounts on behalf of the District.

**Budgetary Implications:** None.

**Resolution:** **BE IT RESOLVED,** That the Governing Board approve Dr. Douglas Garrison, Superintendent/President, Stephen Ma, Vice President for Administrative Services, and Rosemary Barrios, Controller to be authorized signatories for the bankcard accounts maintained by Monterey Peninsula College at First National Bank of Central California, as requested by the Monterey County Office of Education.

**Recommended By:**

  
\_\_\_\_\_  
Stephen Ma, Vice President for Administrative Services

**Prepared By:**

  
\_\_\_\_\_  
Suzanne Ammons, Administrative Services

**Agenda Approval:**

  
\_\_\_\_\_  
Dr. Douglas Garrison, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. D

Administrative Services

College Area

### **Proposal:**

That the Governing Board ratify the agreement with Dolinka Group, LLC based on hourly rates for time and materials, to provide assistance in retrieving redevelopment funds owed to the District in Phase III.

### **Background:**

In August 2010, Dolinka Group, LLC (a Financial Advisor and Facilities Planning firm specializing in redevelopment) completed the first part of their redevelopment analysis which included identifying the number of project areas, determining how the District is entitled to redevelopment money and determining whether the District has been paid accurately. This was in response to concerns that the Monterey County Office of Education and other K-14 districts raised about the accuracy of redevelopment payments. In the Phase I & II study recently completed, the Dolinka Group found that the District has 17 redevelopment project areas and the District has not been paid accurately for fiscal years 2004/2005 through 2008/2009 (please see attachment: aggregate results). Staff is recommending that the District move forward with collecting money owed to the District in Phase III.

Dolinka Group is currently working with Monterey County Office of Education, Hartnell CCD, and eight (8) K-12 districts on Phase III which includes meeting with the redevelopment agencies and the Auditor Controller to compare calculations, resolve discrepancies and collect money that is owed to the District. While Dolinka Group has developed relationships with these redevelopment agencies, the redevelopment calculations are typically District specific, not project area specific. For example, Monterey Peninsula CCD may share a project area with another local education agency, but they may be both entitled to receive redevelopment revenue in different ways so the payment calculations are different. As a result, the discrepancies will be different therefore solving the discrepancy for the other local education agency may not benefit Monterey Peninsula CCD; therefore is important to negotiate specific discrepancies for our District's project areas. Even though the discrepancies may be different, there is still a cost savings benefit to all local educational agencies working together. In Phase III, Dolinka Group would assist Monterey Peninsula CCD to retrieve back-payments for money entitled to them and correct future payments. Any corrective payments from the redevelopment agencies should be used to augment the bond program.


### **Budgetary Implications:**

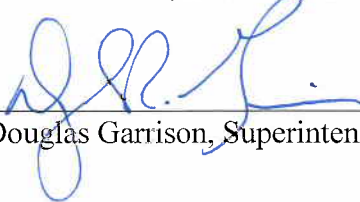
Expenses based on time and materials will be charged to bond funds.



**RESOLUTION:** **BE IT RESOLVED,** That the Governing Board ratify the agreement with Dolinka Group, LLC based on hourly rates for time and materials, to provide assistance in retrieving redevelopment funds owed to the District in Phase III.

**Recommended By:**   
\_\_\_\_\_  
Stephen Ma, Vice President for Administrative Services

**Prepared By:**   
\_\_\_\_\_  
Suzanne Ammons, Administrative Assistant

**Agenda Approval:**   
\_\_\_\_\_  
Dr. Douglas Garrison, Superintendent/President



## NOTICE OF AUTHORIZATION

**Date:** July 27, 2011

**Project:** Dolinka Group, LLC ("Dolinka Group" or "Consultant") shall provide redevelopment consulting services to the Monterey Peninsula Community College District ("District" or "Client") to assist the District in negotiating for historical pass-through payment discrepancies.

**Scope of Work:** The specific activities and tasks to be performed include the following:

- » Gather and review documentation inclusive of, but not be limited to, Assembly Bill 1389 reports, historical payment records, and pass-through payment calculations
- » Perform sensitivity analyses inclusive of, but not be limited to, comparisons, future tax increment projections, and trend analyses
- » Collaborate with legal counsel retained by the District on developing negotiation tactics and strategies
- » Correspond with the agency and the negotiation team of the agency to attain a resolution of the discrepancies and payment methodology (upon the approval of the District)
- » Attend in-person meetings and conduct conference calls with the District and/or legal counsel
- » Other services requested by the District

**Budget:** Services will be billed on a time and materials basis at the hourly rates listed below:

President	\$250/Hour
Director	\$200/Hour
Associate	\$125/Hour
Senior Analyst	\$110/Hour
Analyst	\$100/Hour
Research Assistant	\$ 85/Hour

In addition to fees for services, the District shall reimburse Dolinka Group for out-of-pocket expenses as outlined in the Agreement for Consulting Services entered into by and between the parties dated March 16, 2011 ("Agreement"). All other terms of the Agreement shall apply to the services performed under this Notice of Authorization.

**Consultant:**  
Dolinka Group, LLC

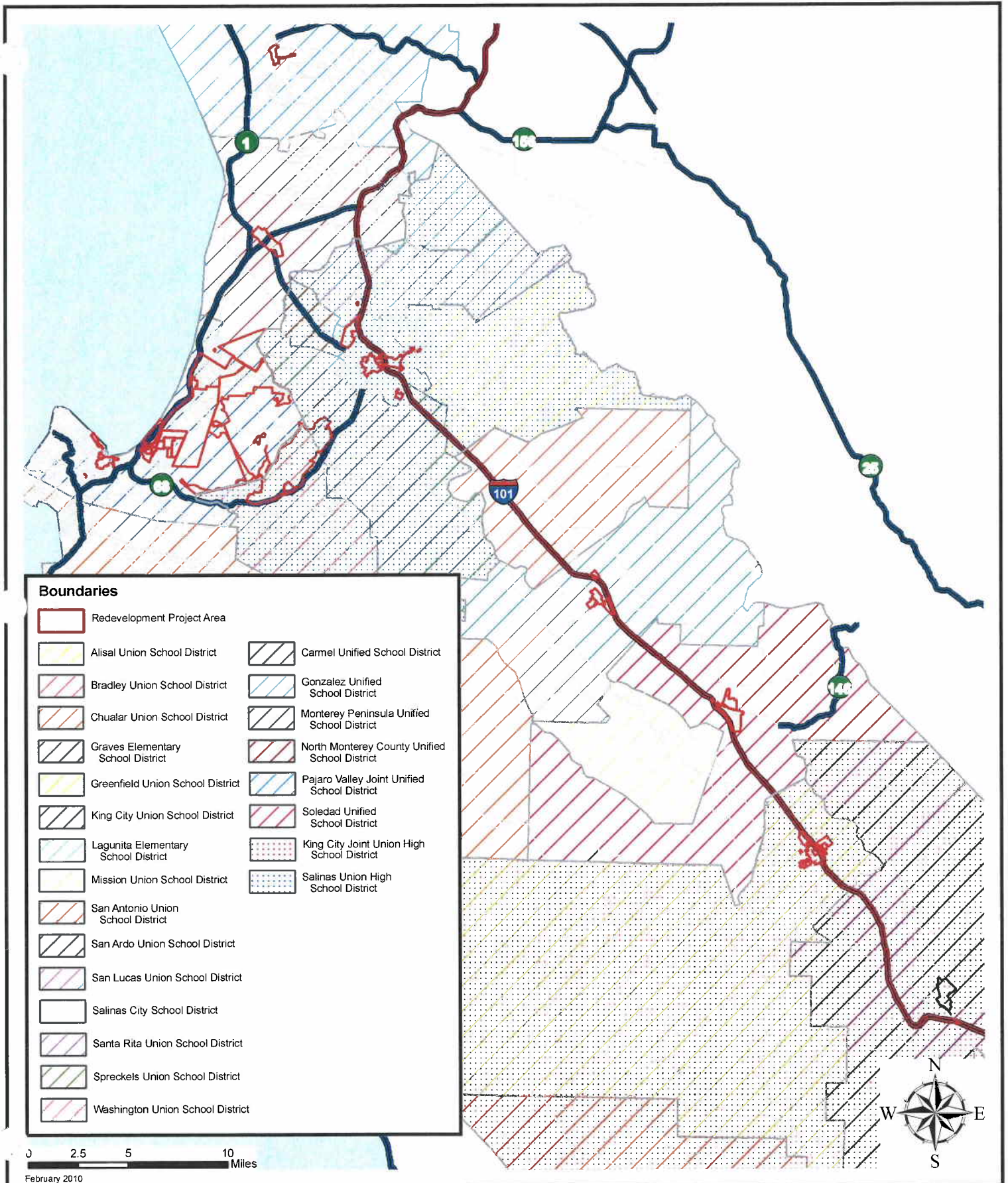
**Client:**  
Monterey Peninsula Community College District

\_\_\_\_\_  
Benjamin E. Dolinka  
President/CEO

\_\_\_\_\_  
Steve Ma  
Vice President of Administrative Services

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# REDEVELOPMENT PROJECT AREAS



Note: Boundaries may be approximate based on data available



2004/2005 — 2008/2009

## Monterey Peninsula College

### Redevelopment Project Areas by Agency

Agency	Project Name	Agency No.	Project No.	Project Start Date	Agency No.	Project No.	Agency No.	Project No.
<b>Marina Redevelopment Agency</b>								
Marina	Combo (2% and SB 211)	1986/1987	August 5, 2037	Unrestricted/Unrestricted 2%: Unrestricted, SB 211: 47.5%/2%: Unrestricted, SB 211: 52.5%	0% 2%: 0%, SB 211: 47.5%			(\$42,619) Underpaid
Marina Proj No. 3	AB 1290	2000/2001	November 2, 2047	47.5%/52.5%	47.5%			(\$207) Underpaid
Marina Municipal Airport	AB 1290	1997/1998	July 1, 2044	47.5%/52.5%	47.5%			(\$369) Underpaid
								<b>(\$43,196)</b>
<b>Monterey Redevelopment Agency</b>								
Monterey - Greater Downtown	Other Statutory	2019/2020	August 19, 2031	47.5%/52.5%	47.5%			\$0 Equal
								<b>\$0</b>
<b>Redevelopment Agency of the County of Monterey</b>								
Fort Ord	AB 1290	2002/2003	June 30, 2048	47.5%/52.5%	47.5%			(\$2,857) Underpaid
								<b>(\$2,857)</b>
<b>Sand City Redevelopment Agency</b>								
Sand City	Pass-Through Agreement	1987/1988	July 20, 2037	Unrestricted/Unrestricted	0%			(\$52,590) Underpaid
								<b>(\$52,590)</b>



2004/2005 — 2008/2009

## Monterey Peninsula College

Redevelopment Project Areas by Agency

### Seaside Redevelopment Agency

Seaside - City Center Revitalization Area	Combo (Other Statutory and 2%)	1991/1992	June 20, 2041	Unrestricted/Unrestricted 2%: Unrestricted, Other Statutory: 47.5%/2%: Unrestricted, Other Statutory: 52.5%	0% 2%: 0%, Other Statutory: 47.5%	(\$47,746) Underpaid
Seaside - Del Monte Heights	Other Statutory	2003/2004	January 1, 2019	47.5%/52.5%	47.5%	(\$225) Equal
Seaside - Fort Ord	AB 1290	2002/2003	April 18, 2048	47.5%/52.5%	47.5%	(\$20,846) Underpaid
Seaside - Gateway	Other Statutory	1987/1988	January 1, 2019	47.5%/52.5%	47.5%	(\$4,026) Underpaid
Seaside - Gateway 97 Anx	AB 1290	1996/1997	March 21, 2036	47.5%/52.5%	47.5%	(\$4,099) Underpaid
Seaside - Gateway Auto Center Expansion	Combo (Other Statutory and 2%)	1989/1990	July 6, 2039	Unrestricted/Unrestricted 2%: Unrestricted, Other Statutory: 42.5%/2%: Unrestricted, Other Statutory: 53.7%	0% 2%: 0%, Other Statutory: 42.5%	(\$4,826) Underpaid
Seaside - Hannon	Other Statutory	2004/2005	January 1, 2019	47.5%/52.5%	47.5%	(\$1,695) Underpaid
Seaside - Laguna Grande	Other Statutory	2003/2004	January 22, 2020	47.5%/52.5%	47.5%	\$5,524 Equal
Seaside - Laguna Grande 90 Anx Area	Combo (Other Statutory and 2%)	1987/1988	March 5, 2037	Unrestricted/Unrestricted 2%: Unrestricted, Other Statutory: 47.5%/2%: Unrestricted, Other Statutory: 52.5%	0.0% 2%: 0.0%, Other Statutory: 47.5%	TBD
Seaside - Laguna Grande 97 Anx	AB 1290	1996/1997	March 21, 2036	47.5%/52.5%	47.5%	(\$8,551) Underpaid
Seaside - Noche Buena	Other Statutory	2000/2001	January 1, 2019	47.5%/52.5%	47.5%	(\$339) Equal
						<b>(\$86,829)</b>
<b>Grand Total</b>						<b>(\$185,472)</b>





2004/2005 — 2008/2009

## Monterey Peninsula College

Redevelopment Project Areas by Payment Type

Project Name	Agency	Year	Start Date	Rate	Rate	Balance
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### AB 1290

Marina Proj No. 3	Marina Redevelopment Agency	2000/2001	November 2, 2047	47.5%/52.5%	47.5%	(\$207) Underpaid
Marina Municipal Airport	Marina Redevelopment Agency	1997/1998	July 1, 2044	47.5%/52.5%	47.5%	(\$369) Underpaid
Fort Ord	Redevelopment Agency of the County of Monterey	2002/2003	June 30, 2048	47.5%/52.5%	47.5%	(\$2,857) Underpaid
Seaside - Fort Ord	Seaside Redevelopment Agency	2002/2003	April 18, 2048	47.5%/52.5%	47.5%	(\$20,846) Underpaid
Seaside - Gateway 97 Anx	Seaside Redevelopment Agency	1996/1997	March 21, 2036	47.5%/52.5%	47.5%	(\$4,099) Underpaid
Seaside - Laguna Grande 97 Anx	Seaside Redevelopment Agency	1996/1997	March 21, 2036	47.5%/52.5%	47.5%	(\$8,551) Underpaid

**(\$36,930)**

### Combo (2% and SB 211)

Marina	Marina Redevelopment Agency	1986/1987	August 5, 2037	Unrestricted/Unrestricted 2%: Unrestricted, SB 211: 47.5%/2%: Unrestricted, SB 211: 52.5%	0% 2%: 0%, SB 211: 47.5%	(\$42,619) Underpaid
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**(\$42,619)**



2004/2005 — 2008/2009

## Monterey Peninsula College

Redevelopment Project Areas by Payment Type

### Combo (Other Statutory and 2%)

Seaside - City Center Revitalization Area	Seaside Redevelopment Agency	1991/1992	June 20, 2041	Unrestricted/Unrestricted 2%: Unrestricted, Other Statutory: 47.5%/2%: Unrestricted, Other Statutory: 52.5%	0% 2%: 0%, Other Statutory: 47.5%	(\$47,746) Underpaid
Seaside - Gateway Auto Center Expansion	Seaside Redevelopment Agency	1989/1990	July 6, 2039	Unrestricted/Unrestricted 2%: Unrestricted, Other Statutory: 42.5%/2%: Unrestricted, Other Statutory: 53.7%	0% 2%: 0%, Other Statutory: 42.5%	(\$4,826) Underpaid
Seaside - Laguna Grande 90 Anx Area	Seaside Redevelopment Agency	1987/1988	March 5, 2037	Unrestricted/Unrestricted 2%: Unrestricted, Other Statutory: 47.5%/2%: Unrestricted, Other Statutory: 52.5%	0.0% 2%: 0.0%, Other Statutory: 47.5%	TBD

**(\$52,572)**

### Other Statutory

Monterey - Greater Downtown	Monterey Redevelopment Agency	2019/2020	August 19, 2031	47.5%/52.5%	47.5%	\$0 Equal
Seaside - Del Monte Heights	Seaside Redevelopment Agency	2003/2004	January 1, 2019	47.5%/52.5%	47.5%	(\$225) Equal
Seaside - Gateway	Seaside Redevelopment Agency	1987/1988	January 1, 2019	47.5%/52.5%	47.5%	(\$4,026) Underpaid
Seaside - Hannon	Seaside Redevelopment Agency	2004/2005	January 1, 2019	47.5%/52.5%	47.5%	(\$1,695) Underpaid
Seaside - Laguna Grande	Seaside Redevelopment Agency	2003/2004	January 22, 2020	47.5%/52.5%	47.5%	\$5,524 Equal
Seaside - Noche Buena	Seaside Redevelopment Agency	2000/2001	January 1, 2019	47.5%/52.5%	47.5%	(\$339) Equal

**(\$761)**

### Pass-Through Agreement

Sand City	Sand City Redevelopment Agency	1987/1988	July 20, 2037	Unrestricted/Unrestricted	0%	(\$52,590) Underpaid
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**(\$52,590)**

**Monterey Peninsula College**

Redevelopment Project Areas by Payment Type

<b>Grand Total</b>	<b>(\$185,472)</b>
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**Monterey Peninsula College**

Redevelopment Payment Receipts Analysis

Payment Information	Owed	Received	Difference
<b>Marina</b>			
2004/2005	\$7,310.00	\$0.00	(\$7,310.00)
2005/2006	\$7,798.00	\$0.00	(\$7,798.00)
2006/2007	\$8,295.00	\$0.00	(\$8,295.00)
2007/2008	\$9,555.00	\$0.00	(\$9,555.00)
2008/2009	\$10,621.00	\$959.69	(\$9,661.31)
	<b>\$43,579.00</b>	<b>\$959.69</b>	<b>(\$42,619.31)</b>
<b>Marina Municipal Airport</b>			
2004/2005	\$551.00	\$501.61	(\$49.39)
2005/2006	\$556.00	\$548.60	(\$7.40)
2006/2007	\$1,082.00	\$957.35	(\$124.65)
2007/2008	\$1,278.00	\$1,121.39	(\$156.61)
2008/2009	\$1,059.00	\$1,027.61	(\$31.39)
	<b>\$4,526.00</b>	<b>\$4,156.56</b>	<b>(\$369.44)</b>
<b>Marina Proj No. 3</b>			
2004/2005	\$1,178.00	\$1,177.78	(\$0.22)
2005/2006	\$1,138.00	\$1,138.29	\$0.29
2006/2007	\$3,051.00	\$2,185.64	(\$865.36)
2007/2008	\$17,633.00	\$19,366.52	\$1,733.52
2008/2009	\$20,182.00	\$19,106.36	(\$1,075.64)
	<b>\$43,182.00</b>	<b>\$42,974.59</b>	<b>(\$207.41)</b>
<b>Monterey - Greater Downtown</b>			
2007/2008	\$0.00	\$0.00	\$0.00
2008/2009	\$0.00	\$0.00	\$0.00
	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>
<b>Fort Ord</b>			
2004/2005	\$1,709.00	\$1,708.64	(\$0.36)
2005/2006	\$1,696.00	\$1,696.35	\$0.35
2006/2007	\$1,757.00	\$1,756.98	(\$0.02)
2007/2008	\$1,780.00	\$1,705.03	(\$74.97)
2008/2009	\$7,674.00	\$4,891.53	(\$2,782.47)
	<b>\$14,616.00</b>	<b>\$11,758.53</b>	<b>(\$2,857.47)</b>



**Monterey Peninsula College**

Receivable Payment Records Aged Year

Payment Information	Owed	Received	Difference
<b>Sand City</b>			
2004/2005	\$9,258.00	\$0.00	(\$9,258.00)
2005/2006	\$9,876.00	\$0.00	(\$9,876.00)
2006/2007	\$10,505.00	\$0.00	(\$10,505.00)
2007/2008	\$11,148.00	\$0.00	(\$11,148.00)
2008/2009	\$11,803.00	\$0.00	(\$11,803.00)
	<b>\$52,590.00</b>	<b>\$-</b>	<b>(\$52,590.00)</b>
<b>Seaside - City Center Revitalization Area</b>			
2004/2005	\$8,095.00	\$0.00	(\$8,095.00)
2005/2006	\$8,808.00	\$0.00	(\$8,808.00)
2006/2007	\$9,535.00	\$0.00	(\$9,535.00)
2007/2008	\$10,276.00	\$0.00	(\$10,276.00)
2008/2009	\$11,032.00	\$0.00	(\$11,032.00)
	<b>\$47,746.00</b>	<b>\$-</b>	<b>(\$47,746.00)</b>
<b>Seaside - Del Monte Heights</b>			
2004/2005	\$2,383.00	\$2,382.68	(\$0.32)
2005/2006	\$4,144.00	\$4,143.59	(\$0.41)
2006/2007	\$6,404.00	\$6,404.36	\$0.36
2007/2008	\$7,639.00	\$7,268.34	(\$370.66)
2008/2009	\$6,065.00	\$6,211.04	\$146.04
	<b>\$26,635.00</b>	<b>\$26,410.01</b>	<b>(\$224.99)</b>
<b>Seaside - Fort Ord</b>			
2004/2005	\$17,199.00	\$9,059.57	(\$8,139.43)
2005/2006	\$33,261.00	\$26,910.92	(\$6,350.08)
2006/2007	\$37,346.00	\$32,982.33	(\$4,363.67)
2007/2008	\$35,354.00	\$32,762.18	(\$2,591.82)
2008/2009	\$30,325.00	\$30,924.46	\$599.46
	<b>\$153,485.00</b>	<b>\$132,639.46</b>	<b>(\$20,845.54)</b>
<b>Seaside - Gateway</b>			
2004/2005	\$3,173.00	\$1,671.19	(\$1,501.81)
2005/2006	\$3,483.00	\$1,819.22	(\$1,663.78)
2006/2007	\$4,057.00	\$2,094.02	(\$1,962.98)
2007/2008	\$4,252.00	\$6,336.29	\$2,084.29

## Monterey Peninsula College

Revenue - Payments - Records Analysis

Payment Information	Owed	Received	Difference
2008/2009	\$5,490.00	\$4,507.98	(\$982.02)
	<b>\$20,455.00</b>	<b>\$16,428.70</b>	<b>(\$4,026.30)</b>
<b>Seaside - Gateway 97 Anx</b>			
2004/2005	\$834.00	\$812.47	(\$21.53)
2005/2006	\$1,294.00	\$812.47	(\$481.53)
2006/2007	\$1,433.00	\$1,301.42	(\$131.58)
2007/2008	\$1,707.00	\$0.00	(\$1,707.00)
2008/2009	\$1,757.00	\$0.00	(\$1,757.00)
	<b>\$7,025.00</b>	<b>\$2,926.36</b>	<b>(\$4,098.64)</b>
<b>Seaside - Gateway Auto Center Expansion</b>			
2004/2005	\$833.00	\$0.00	(\$833.00)
2005/2006	\$898.00	\$0.00	(\$898.00)
2006/2007	\$964.00	\$0.00	(\$964.00)
2007/2008	\$1,031.00	\$0.00	(\$1,031.00)
2008/2009	\$1,100.00	\$0.00	(\$1,100.00)
	<b>\$4,826.00</b>	<b>\$-</b>	<b>(\$4,826.00)</b>
<b>Seaside - Hannon</b>			
2004/2005	\$1,339.00	\$1,339.09	\$0.09
2005/2006	\$2,898.00	\$2,897.94	(\$0.06)
2006/2007	\$4,570.00	\$4,570.38	\$0.38
2007/2008	\$6,061.00	\$4,326.79	(\$1,734.21)
2008/2009	\$4,195.00	\$4,233.61	\$38.61
	<b>\$19,063.00</b>	<b>\$17,367.81</b>	<b>(\$1,695.19)</b>
<b>Seaside - Laguna Grande</b>			
2004/2005	\$592.00	\$592.46	\$0.46
2005/2006	\$1,837.00	\$1,837.43	\$0.43
2006/2007	\$2,776.00	\$2,775.74	(\$0.26)
2007/2008	\$3,430.00	\$6,183.29	\$2,753.29
2008/2009	\$3,902.00	\$6,672.08	\$2,770.08
	<b>\$12,537.00</b>	<b>\$18,061.00</b>	<b>\$5,524.00</b>
<b>Seaside - Laguna Grande 97 Anx</b>			
2004/2005	\$1,952.00	\$1,808.97	(\$143.03)
2005/2006	\$2,351.00	\$2,184.27	(\$166.73)
2006/2007	\$3,457.00	\$2,723.42	(\$733.58)
2007/2008	\$4,179.00	\$0.00	(\$4,179.00)
2008/2009	\$3,329.00	\$0.00	(\$3,329.00)
	<b>\$15,268.00</b>	<b>\$6,716.66</b>	<b>(\$8,551.34)</b>
<b>Seaside - Noche Buena</b>			
2004/2005	\$1,695.00	\$1,695.47	\$0.47



**Monterey Peninsula College**

Receivable Payment Records Analysis

Payment Information	Owed	Received	Difference
2005/2006	\$2,755.00	\$2,755.01	\$0.01
2006/2007	\$3,971.00	\$3,971.49	\$0.49
2007/2008	\$4,666.00	\$4,288.06	(\$377.94)
2008/2009	\$3,591.00	\$3,629.21	\$38.21
	<b>\$16,678.00</b>	<b>\$16,339.24</b>	<b>(\$338.76)</b>
<b>Grand Total</b>	<b>\$482,211.00</b>	<b>\$296,738.61</b>	<b>(\$185,472.39)</b>

Redevelopment Agency and Schools

***Redevelopment History:***

Redevelopment was created as a tool to revitalize areas in California that suffer from urban decay. The decay of cities and counties throughout California has been a large concern among public officials at the state and local levels. The deterioration of property has destroyed a large part of the tax base that local entities rely so heavily on. Local entities needed a tool to stimulate stagnant and declining property values in these areas. The California Redevelopment Act provided cities and counties with the power to directly counter urban decay. The end goal is that redevelopment would revitalize deteriorating properties, thereby rejuvenating urban growth and increasing property values.

As expected, urban growth creates additional monetary strain on public entities serving those areas. To remedy the strain, public entities such as schools demanded compensation from cities and counties. As a resolution, the increased tax base generated through redevelopment would be shared between the public entities and the city/county.

***Types of Payments:***

Over the history of redevelopment there have been constant changes in the philosophy of how much to share and how the shares should be determined. The amount of Pass-Through Payments received by a local taxing agency is based on either (i) a contractual agreement ("Pass-Through Agreement") or (ii) an outlined methodology established in California Redevelopment Law ("CRL").

**A. Pass-Through Agreement Calculation**

Before 1994, the only system of establishing a methodology for calculating Tax Increment shares between a local taxing entity and an RDA was through a contractual agreement known as a Pass-Through Agreement. The exact allocation of Tax Increment will vary from one Pass-Through Agreement to another. If a local taxing entity chose not to elect receipt of tax increment and failed to establish a Pass-Through Agreement, the RDA has no responsibility to make Pass-Through Payments. The dense and complex language involved in a Pass-through Agreement makes it very difficult to interpret, which often leads to disputes between the local taxing entity and the RDA.

**B. Assembly Bill 1290 ("AB 1290") Calculation**

AB 1290 revamped and standardized the methodology of Pass-Through Payment calculations. If a Redevelopment Plan was adopted after January 1, 1994, a local taxing entity will automatically receive Pass-Through Payments. Such Pass-Through Payments are calculated according to a fixed methodology outlined in CRL § 33607.5.

### **C. Senate Bill 211 ("SB 211") Calculation**

A Redevelopment Plan may be amended for a variety of reasons including extending existing Time Limitations. By adopting an SB 211 ordinance, the RDA will owe Pass-Through Payments to local taxing agencies commencing in the year in which the earliest time limit is extended. If no Pass-Through Agreement exists, the Pass-Through Payment is determined using the AB 1290 Calculation. If a Pass-Through Agreement does exist, the Pass-Through Payment is determined using the allocation outlined within the Pass-Through Agreement.

### **D. Other Statutory Payment Calculation**

Other Statutory Payment obligations can be triggered when a Redevelopment Plan is amended to extend time limits or financial limits, by means other than adopting an SB 211 ordinance. The RDA will owe Pass-Through Payments, pursuant to the AB 1290 methodology, to local taxing agencies commencing in the year in which the earliest time limit is extended.

### **E. Two-Percent Payment Calculation (also known as the Santa Ana Decision)**

Local taxing entities may be eligible to receive two-percent inflationary revenue from the RDA calculated in accordance with Revenue and Taxation Code § 110.1(f), depending on when the Redevelopment Plan of a given Project Area was adopted by the RDA. On June 29, 2001, the court decided under *Santa Ana Joint Union High School District v. Orange County Development Agency* ("Santa Ana Decision") that Two-Percent Payments were mandatory, even in the absence of a formal resolution, for any Project Area adopted between 1985 and 1993, contingent upon the fact that a Pass-Through Agreement was not executed for the given Project Area.

The funds received by educational institutions from RDA may need to be split between facilities and non-facilities. The exact use of the funds depends on the Pass-Through Payments as determined by the individual redevelopment agencies.

### ***Assembly Bill 1389:***

A report issued by the State Controller's Office (Controller) in May 2008 raised concerns regarding pass-through payments from redevelopment agencies (RDAs) to affected taxing entities, including local educational agencies (LEAs). Among other things, the report indicated that some LEAs failed to report to the California Department of Education (CDE) payments received from RDAs that are considered property taxes for purposes of calculating state aid for revenue limits.

On September 30, 2008, the Governor signed Assembly Bill (AB) 1389 (Chapter 751, Statutes of 2008), which requires RDAs and county auditors to annually report information to the Controller, including a one-time report of the amount of RDA pass-through payments made to affected taxing entities between fiscal years 2003-04 and 2007-08. The Controller is required to report to the CDE, by February 1, 2009, and annually thereafter through 2015, the amount of RDA pass-through payments that each school district or county office of education (COE)

received and the portion of this amount that is considered to be property taxes for purposes of calculating state aid for revenue limits.

***Redevelopment Agency Payments and MPC:***

In March 2011, the Superintendent of Monterey County Office of Education notified (see attached memo) a number of school districts that a consultant (Dolinka Group), working on behalf of MCOE, had identified a number of under payments or missed payments to school districts. Based on examination of preliminary data provided by the Auditor-Controller, Dolinka had uncovered the following:

- A. School districts are not receiving any redevelopment pass-through payments from certain project areas;
- B. School districts receiving incorrect redevelopment pass-through payments from certain project areas; and
- C. School districts are not correctly reporting redevelopment pass-through payments to the State.

The Superintendent of MCOE encouraged school districts to join in a collaborative effort to resolve these issues. The collaboration included sharing the cost of retaining the Dolinka Group to conduct an in depth examination of RDA payments for each school district. In April 2011, the board of trustees approved a contract (\$54,000) with the Dolinka Group to conduct Phase 1 & 2 analysis of redevelopment agency payments. This included identification of project area and payment type; apportionment and reporting requirements; coordination with Chancellor's Office; review of RDA agreements; and analysis of payment history.

Staff met with the Dolinka Group in July 2011, to review findings of their Phase 1 & 2 analysis. The report indicates there are nineteen distinct project areas within the MPC district boundary spread over five separate redevelopment districts. The total underpayment for the study period 2004 to 2009 is approximately \$185,472. The two largest underpayments have occurred in the Marina and Sand City redevelopment districts.

The Dolinka Group has presented a Phase 3 proposal to MCOE and eight other districts calling for the continued collaboration in the negotiation of discrepancies and payment methodology with various redevelopment agencies. Dolinka's services provided in Phase 3 will be billed on a time and materials basis. This contract is on the December 13<sup>th</sup> board agenda along with the results of the Phase 1 & 2 work.

Summary by Stephan Ma  
Vice President for Administrative Services

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. E

Administrative Services  
College Area

### Proposal:

That the Board authorize the Vice President for Administrative Services to enter into a contract with Kitchell for Program Management Services for the period January 01, 2012 through June 30, 2012.

### Background:

The District currently contracts with Kitchell for Bond Program Management Services to assist with the overall management of the Facility Master Plan and Implementation Plan. The fees are based on hourly rates, and actual hours of work expended. The arrangement has worked well for both parties and a new continuation agreement is being recommended.

The new agreement covers the period from January 01, 2012 through June 30, 2012 and is based on hourly rates for actual hours of work expended. The not-to-exceed fee is \$180,000. Work during the period of the contract includes: completion of the physical master plan; completion of an implementation plan including interim housing, project schedules, and budgets; labor compliance and advice on best practices. Program Management Services include Construction Management Services for identified construction projects. Also included in the Program Management Services are smaller individualized construction management services that are not covered in the construction management PAAs such as construction management services for Infrastructure projects, parking lot renovations and swing space construction, etc.

### Budgetary Implications:

Expenses will be charged to bond funds.

**RESOLUTION: BE IT RESOLVED,** That the Board authorize the Vice President for Administrative Services to enter into a contract with Kitchell for Program Management Services for the period January 01, 2012 through June 30, 2012.

Recommended By: \_\_\_\_\_

Stephen Ma, Vice President for Administrative Services

Prepared By: \_\_\_\_\_

Suzanne Ammons, Administrative Assistant

Agenda Approval: \_\_\_\_\_

Dr. Douglas Garrison, Superintendent/President



**AGREEMENT BETWEEN**

**MONTEREY PENINSULA COLLEGE**

**AND**

**KITCHELL**

**FOR**

**PROGRAM MANAGEMENT SERVICES**

**January 01, 2012 – June 30, 2012**

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## **MONTEREY PENINSULA COLLEGE & KITCHELL FOR PROGRAM MANAGEMENT SERVICES**

This Agreement between Monterey Peninsula College, hereinafter "District" and Kitchell CEM, herein "Program Manager" for continuing Program Management services is for project duration effective January 01, 2012 through June 30, 2012. This agreement can be extended at the written direction of the District, at which time the fee and hourly rates may be adjusted and/or renegotiated.

### **ARTICLE I - BASIC SERVICES**

Following is an approximation of the work to be done for the term of the agreement. It is important to note this agreement is based on time expended and at agreed upon hourly billing rates for work performed. All the tasks listed may not be undertaken and/or completed, dependent upon such conditions as District direction, governmental agencies timelines (i.e. California Environmental Quality Act – CEQA) and other unforeseen conditions.

Under the direction of the District Vice President for Administrative Services, the Program Manager shall take the leadership role in managing the overall construction program for District bond projects and provide the following program management services that may include:

#### **A. Master Budget**

Modify and update the master budget.

#### **B. Financial Process**

Provide continuing services in conjunction with the District's established overall fiscal transaction processing, integrate/incorporate fiscal processes with the District's existing fiscal services system and coordinate approval and tracking of vendor payments.

#### **C. Master Scheduling**

With the District's assistance, prepare and maintain an overall Bond Program master schedule of significant events including IPP and FPP processing, preliminary and working drawings, required agency approvals, and overall construction schedules. Prepare and maintain individual project schedules.

#### **D. Interim Housing ("Swing Space Plan")**

As necessary, modify the approved Swing Space Plan to provide Interim housing for staff and students while construction is undertaken on specific buildings.

#### **E. Meetings**

As requested, attend Board of Trustees, Citizen Bond Oversight Committee, and other campus meetings to inform on the progress and status of the program.

#### **F. Consultant Coordination and Monitoring**

Work with architects, construction managers, inspectors, contractors, etc. to develop and maintain schedules. Advise the District in determining the best firms to perform work. Assist and advise on the preparation of Requests for Qualifications (RFQ) and/or Requests for Proposals (RFP).

#### **G. Communications**

Provide Board updates and progress reports, community outreach, website updates, and other designated activities.

#### **H. On-Going Consulting Tasks**

Assist in the development of standard contract documents; (General Conditions, Division 1). Provide consultation on best practices in the best interest of the District for activities associated with the program management plans and construction, assist in the development of standard campus consultant agreements, assist in providing "what if" analyses to assess the impact of proposed changes.

## ARTICLE II - TERMS AND CONDITIONS FOR PAYMENT

### A. Program Management Fee

For the work District shall pay Program Manager a not-to-exceed fee of **One Hundred Eighty Thousand Dollars (\$180,000)** based on expended hourly rates (refer to Exhibit A). The Program Manager will work diligently to perform the tasks as assigned within the not-to-exceed fee. However all tasks may not be completed and the Program Management Fee may need to be adjusted accordingly if the District wants any unfinished tasks completed. Refer to Paragraph B for Reimbursable Expenses, which are not included in the not-to-exceed fee noted in this paragraph.

The program duration is from **January 01, 2012 to June 30, 2012**. The duration may be extended at the written direction of the District, at which time the fee may be adjusted and/or re-negotiated.

### B. Reimbursable Expenses

Reimbursable expenses shall be billed at Program Manager's actual cost plus fifteen percent (15%) and shall only be paid based on documentation and supporting information. Allowable reimbursable expenses include, but are not limited to:

1. Communications (cellular phones are not reimbursable), office supplies, plans, prints, photographs, postal and delivery charges, proposals/presentations aids, office equipment (computers, copiers, fax machines, etc.) and furniture.
2. Expenses relating to web-based project management software and maintenance.
3. District authorized travel-outside the Monterey Bay region.
4. Consultants retained by the Program Manager on behalf of the District.

Records of the Program Manager's project expenses will be kept on a generally recognized accounting basis and shall be made available to District or authorized representative at mutually convenient times in the Program Manager's office, if requested.

District shall be credited with discounts, rebates, refunds, returned deposits, or other allowances credited to Program Manager incurred as part of the program.

Reimbursable expenses may not exceed **One Hundred Dollars (\$100)** without written prior approval by the District. Reimbursable expenses will be invoiced separately from the Program Management Fee.

### C. Payments

Program Manager shall submit billing invoices on a monthly basis to District reflecting Basic Services, authorized Additional Services, if any, and Reimbursable Expenses incurred or performed in the preceding month. Payment shall be made by the District within thirty (30) days of receipt of invoice. Payments due Program Manager under this Agreement shall bear interest at one and one-half percent (1.5%) per month commencing thirty (30) days after receipt of the invoice by District.

### D. Suspension

District may, without invalidating the Agreement, order suspension of services hereunder. If the project is suspended for ninety 90 days or more, the Program Manager shall be paid their compensation due for services provided prior to the suspension plus actual, necessary, and reasonable expenses of demobilization. If the project is resumed, the Program Manager's compensation for Basic Services shall remain as set forth herein but shall be subject to renegotiation to reimburse the Program Manager for remobilization and other costs. Suspension expenses will include the reasonable cost of all necessary closeout activities, relocation of all on-site staff and equipment, plus compensation for any other costs incurred by Program Manager as a result of the suspension.

### E. Termination

This Agreement may be terminated by either party upon sixty days advance written notice to the other party, should the other party fail to perform a material obligation hereunder in accordance with its terms through no fault of the other. In addition to the foregoing, District may terminate this Agreement upon written notice to Program Manager if: (a) Program Manager becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors; if Program Manager or a third party files a petition to reorganize debts or for protection under any bankruptcy or similar law; or if a trustee or receiver is appointed for Program Manager or any of Program Manager's property on account of Program Manager's insolvency; or (b) if Program Manager knowingly disregards applicable laws, ordinances, codes, rules, or regulations. If District terminates the Agreement pursuant to the foregoing, the amount due Program Manager, if any, shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior to the effective date of District's termination, reduced by the amount of losses, damages or other costs sustained by District or for which District is or may be liable or responsible as a result of Program Manager's default. Program Manager shall remain liable to District for all losses, damages, claims, and other costs arising out of, in whole or in part, District's termination of the Agreement pursuant to the foregoing.

If Program Manager shall terminate this Agreement for District's failure to perform a material obligation hereunder, upon termination, District shall pay Program Manager all amounts due for Basic Services, authorized Additional Services and proper Reimbursable Expenses incurred prior to the effective date of such termination. In addition, Program Manager shall be entitled to receive, as Termination Expenses, an amount not greater than ten percent (10%) of the then unpaid portion of the lump sum fee for Basic Services. The amount of Termination Expenses shall be subject to agreement between Program Manager and District, subject to the foregoing limitation.

District may terminate this Agreement for convenience upon sixty (60) days written notice to Program Manager in which case District shall pay the actual, necessary, and reasonable expenses incurred for demobilization.

#### **F. Notices**

Any notice provided herein shall be given in writing and by personal delivery or prepaid first class, registered or certified mail, addressed as follows:

District: Monterey Peninsula College  
980 Fremont Street  
Monterey, CA 93940

Attention: Stephen Ma  
Vice President, Administrative Services

Program Manager: Kitchell CEM  
2750 Gateway Oaks Dr., #300  
Sacramento, CA 95833

Attention: Russell A. Fox  
President

## ARTICLE III - DISTRICT'S RESPONSIBILITIES

### A. Representative

District designates the Vice President for Administrative Services or his designee as its representative who shall examine documents submitted by Program Manager and shall render decisions and information promptly. Program Manager may rely on the accuracy of information provided by District's representative and that decisions furnished by District's representative are binding on District.

### B. Budget

The total program budget is now approximately \$149 million in local Bond funds and a potential augmentation of \$44.4 million of state funding, refinancing, redevelopment funds, grants and local/private funding equaling a total program budget of approximately \$193 million dollars as reported to the Board of Trustees in the Citizen's Bond Oversight Committee's Annual Report of 2010-11. This budget may be adjusted.

### C. Professional Services

District shall furnish such legal, accounting, and insurance counseling services as required for the program.

### D. District's Insurance

District shall file certificates of insurance with Program Manager which include the following:

1. District shall maintain general liability insurance to protect District from claims that may arise from operations under the Agreement.
2. District shall purchase and maintain machinery, equipment, or other special coverage insurance as may be required by the contract documents or by law.
3. Builder's Risk covering the full insurable value of construction.
4. District shall cause Program Manager to be covered and named as an additional insured, primary and non-contributory in any insurance coverage obtained by the District, architects, engineers, contractors, and other consultants.
5. District shall allow Program Manager to review evidence of insurance of the architects, engineers, contractor(s) and other consultants.

### E. Documents

District shall give prompt written notice to Program Manager whenever it becomes aware of any fault in the project or nonconformance with the contract documents. Failure to do so shall not, however, relieve Program Manager of responsibility for any fault on its part.

### F. Office Space

District may provide additional office space and furnishings for Program Manager's staff.

## ARTICLE IV - ADDITIONAL BASIC SERVICES

The following items are Additional Basic Services. If any of the following Additional Basic Services (or any other services not described in Article I) are authorized by the District, they shall be paid for by the District in accordance with the schedule attached hereto as **Exhibit A: Hourly Billing Rates** and incorporated herein by this reference

### A. Revisions

Making major revisions in schedules, cost estimates, or repeating other Basic Services that are inconsistent with written approvals or instructions previously given by District. Revisions, whether of a major or minor nature, resulting from the acts or omissions of Program Manager shall not be deemed Additional Services.

### B. District's Construction

Making detailed appraisals of existing facilities, making surveys or inventories required in connection with

construction performed by District, not managed under this Agreement. Providing services to investigate or making measured drawings of existing conditions or facilities, or verifying the accuracy of drawings or other information furnished by District.

**C. Damage to the Work**

Providing services required in connection with the replacement of work damaged by fire or other cause during construction.

**D. Legal Assistance**

Preparing to serve or serving as an expert witness in connection with any public hearing, mediation, arbitration or legal proceeding in which District but not Program Manager is a party.

**E. Procurement/Installation of Equipment, Furnishings and Fixtures/Interior Design**

Providing services required for or connected with the specification, procurement, coordination and installation of laboratory, educational, medical or other equipment, furnishings, fixtures and District supplied items, or any services related to interior design in connection with the program.

**F. Maintenance Personnel**

Assist to obtain project maintenance personnel and to negotiate maintenance service contract.

**G. Coordination and Management of Facility Assessments**

Services or management of services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by the District. Provision of any estimating services associated with facility assessments.

**H. Partnering Program**

If approved by the District, provide an outside coordinator for a formal partnering program.

**I. Contractor or Consultant Default**

Services made necessary by the default of a Contractor or Consultant.

**ARTICLE V – STIPULATIONS**

**A. Fixed Limit of Cost**

Program Manager does not guarantee that bids will not vary from Program budget and estimates. Provided that Program Manager shall have faithfully and fully performed its obligations hereunder in accordance with the terms hereof and professional standards of care, Program Manager shall not be liable or responsible to District or any person for incidental or consequential damages of any nature resulting from any such variances.

**B. Exclusion of Responsibility for Design, Construction and Job Safety**

Program Manager shall provide the services under this Agreement in accordance with the express terms hereof, professional standards of care and applicable laws, regulations and rules. Services provided hereunder shall be provided or performed by Program Manager in a timely manner so as not to impede, hinder or delay the program. Except as expressly set forth herein, services provided hereunder shall not be deemed Program Manager's assumption of responsibility for the design documents, construction means or methods, construction site safety or the results of tests or inspections of independent testing laboratory(ies) or inspector(s).

**C. Location**

The laws in effect in the State of California shall govern this Agreement.

**D. Association**

Neither District nor Program Manager shall assign or transfer any right, obligation or other interest in this Agreement without the written consent of the other; however, Program Manager may associate with another party

in the performance of its services. Program Manager's association with another party to perform the work will be at the approval of District.

**E. Extent**

This Agreement is for program management services and supersedes all prior representations or agreements for program management.

**F. Insurance**

Program Manager shall maintain the following insurance for the contract duration.

1. General Liability Insurance with a limit of \$1,000,000 for each occurrence and \$1,000,000 in aggregate.
2. Automobile Insurance with a bodily injury limit of \$1,000,000 each person and \$1,000,000 each occurrence and a property damage limit of \$1,000,000 each occurrence.
3. Workers Compensation Insurance, in accordance with statutory requirements.
4. Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.

Insurance required of Program Manager hereunder shall be obtained from carrier(s) acceptable to District and authorized to conduct business as an insurer in the State of California. All policies of insurance shall include provisions that coverage's there under shall not be modified or canceled without at least thirty (30) days advance written notice to District. If Program Manager shall fail to obtain insurance required hereunder, District may, but is not obligated to, obtain such insurance and deduct the costs thereof, including District's administrative costs from the lump sum fee for Basic Services.

**G. Indemnification**

Program Manager shall defend, indemnify and hold harmless District and its Board of Trustees, officers, employees, and agents from and against all claims, losses, demands or liabilities arising out of Program Manager's breach of this Agreement or the negligent or willful acts, omissions or other conduct of Program Manager arising out of Program Manager's breach in performing the scope of services under this Agreement.

District shall defend, indemnify and hold harmless Program Manager and its Board of Directors, officers, employees, and agents from and against all claims, losses, demands or liabilities arising out of District's breach of this Agreement or the negligent or willful acts, omissions or other conduct of District in performing under this Agreement. District shall require the contractors and subcontractors to list Program Manager as additional insured.

**H. Amendments**

A written instrument, signed by both District and Program Manager, may only modify this Agreement. Oral understandings or other agreements not incorporated herein shall not be binding upon either District or Program Manager.

**I. Disputes**

All claims, disputes and other matters in controversy between the Program Manager and the District arising out of or pertaining to this Agreement shall be resolved pursuant to the requirements of Public Contract Code section 20104 *et seq.* no matter the amount of such dispute. District may require the Program Manager to resolve any disputes between the Parties in conjunction with related disputes between the District and the Contractor.



**J. Miscellaneous**

1. Successors and Assigns. Except as limited by the express terms hereof, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Program Manager and District.
2. Cumulative Rights and Remedies. Rights and remedies provided for herein are in addition to and not in lieu of any provided for at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy hereunder.
3. Definitions. Capitalized terms used herein shall be as defined below or elsewhere in this Agreement.
  - a. Architect. The individual or firm retained by District duly licensed as an architect under the laws of the State of California for the purpose of preparing design documents for any of the projects or portions thereof.
  - b. Design Professional. The individual or firm retained by District for the purposes of preparing design documents for the projects or any portion thereof. Design professional may be an architect or engineer duly registered under the laws of the State of California.
  - c. Contractor. Any contractor under contract to District for performing a part of the construction of work on the District's campus.
  - d. Contract. The contract entered into between District and any contractor or consultant.
  - e. Gender and Number. Whenever a defined capitalized term is used herein, it shall be deemed to refer to the singular or plural and the neutral, masculine or feminine gender as necessary and required by the context in which such capitalized term is utilized.
  - f. Program Manager. The entity (Program Manager) performing the scope of services defined in this agreement as an agent and advisor to the District.
4. No Third Party Beneficiaries. It is expressly understood and agreed that all services rendered by Program Manager under this Agreement are performed solely for the benefit of District. There are no third party beneficiaries of this Agreement and District or Program Manager hereby expressly disclaims any intention under this Agreement to affect or benefit any Architect, Design Professional and/or Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first above written.

Date \_\_\_\_\_

\_\_\_\_\_  
Stephen Ma  
Vice President, Administrative Services  
Monterey Peninsula Community College District

Date \_\_\_\_\_

\_\_\_\_\_  
Russell A. Fox  
President  
Kitchell CEM

## EXHIBIT A: HOURLY BILLING RATES

Program Manager	\$ 165 / hour
Senior Project Manager	\$ 154 / hour
Project Manager	\$ 142 / hour
Engineering Manager	\$ 142 / hour
Estimating Manager	\$ 142 / hour
Licensed Engineer/Architect	\$ 118 / hour
Senior Project Engineer	\$ 106 / hour
Estimator	\$ 100 / hour
Scheduler	\$ 100 / hour
Project Engineer	\$ 98 / hour
Financial Accounting Manager	\$ 95 / hour
Administrative Assistant	\$ 65 / hour

*Rates shall be escalated annually according to the Consumer Price Index (CPI) as published in the U.S. Bureau of Labor's Statistics Data for the Monterey Bay region.*

*Insurance rates are based on current policy period and shall be adjusted up or down as required at the anniversary of every renewal over the life of the contract.*

*Currently anticipated staff assigned to the program, their positions and titles, are as follows. This list is provided for information only, and is not necessarily the staff assigned to the program or their title for the entire program duration nor is it a complete list of the staff who may be involved and assist with the program management:*

Program Manager	Joe Demko
Project Manager	Michael Carson
Project Engineer	Dustin Conner
Project Engineer	Summer Naranjo
Administrative Assistant	Carol Granas

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. F

Administrative Services  
College Area

### Proposal:

That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Village of Relocatable Modular Buildings, DSA Application No.01-111502, File No. 27-C1.

### Background:

According to standard procedure for public works projects, a filing of a Notice of Completions is required to be filed within the County of the project's location. Upon the Board's approval to authorize the filing of the Notice of Completion with the County, a 35 day period will follow in which sub-contractors, vendors and related material suppliers formally satisfy all liens and unpaid bills. After the 35 days, the District will release any remaining funds to the contractor minus adequate funds to satisfy outstanding issues.

**Budgetary Implications:** None

**RESOLUTION; BE IT RESOLVED**, That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Village of Relocatable Modular Buildings, DSA Application No.01-111502, File No. 27-C1.

**Recommended By:**



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Stephen Ma, Vice President for Administrative Services

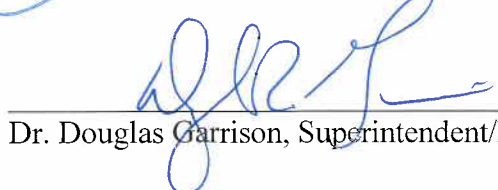
**Prepared By:**



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Suzanne Ammons, Administrative Assistant

**Agenda Approval:**



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Dr. Douglas Garrison, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. G

Administrative Services  
College Area

### Proposal:

That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Life Science – Swing Space/ Building 16 Interior Modifications, DSA Application No. 01-111867, File No. 27-C1.


### Background:

According to standard procedure for public works projects, a filing of a Notice of Completions is required to be filed within the County of the project's location. Upon the Board's approval to authorize the filing of the Notice of Completion with the County, a 35 day period will follow in which sub-contractors, vendors and related material suppliers formally satisfy all liens and unpaid bills. After the 35 days, the District will release any remaining funds to the contractor minus adequate funds to satisfy outstanding issues.


**Budgetary Implications:** None

**RESOLUTION; BE IT RESOLVED**, That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Life Science – Swing Space/ Building 16 Interior Modifications, DSA Application No. 01-111867, File No. 27-C1.

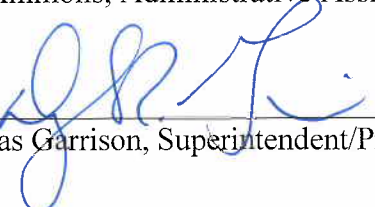
**Recommended By:**

  
\_\_\_\_\_  
Stephen Ma, Vice President for Administrative Services

**Prepared By:**

  
\_\_\_\_\_  
Suzanne Ammons, Administrative Assistant

**Agenda Approval:**

  
\_\_\_\_\_  
Dr. Douglas Garrison, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. H

Administrative Services  
College Area

### Proposal:

That the Governing Board ratify the Project Assignment Amendment #34 (PAA) with HGHB Architecture, Planning, Urban Design, at the fixed fee of \$400,000 (inclusive of reimbursable expenses other than printing of working drawings for bidding purposes), for architectural and engineering services for The Arts Complex.

### Background:

At the May 23, 2006 meeting, the Board approved the contract with HGHB Architecture, Planning, Urban Design, for architectural and engineering services. Since then, the District has contracted with HGHB as the architect for several projects including the Public Safety Training Center, Education Center at Marina, the Business Computing Science, swing space needs for the Athletic Department (Gym Floor renovation) and others.

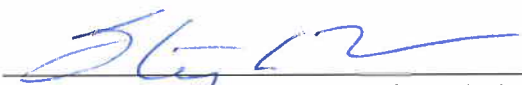
The general description of the work included within this project is for architectural and engineering services in conjunction with the Arts Complex includes comprehensive renovation of the 4,900 sq. ft. Art Studio Building No. 1, the 10,700 sq. ft. Art Dimensional Building No. 21, and the 6,900 sq. ft. Art Ceramic Building No. 30. (*Note: Square footage amounts are approximates.*)

### Budgetary Implications:

The fixed fee of \$400,000 will be paid for using district bond funds for capital outlay projects.

**RESOLUTION: BE IT RESOLVED,** That the Governing Board ratify the Project Assignment Amendment #34 (PAA) with HGHB Architecture, Planning, Urban Design, at the fixed fee of \$400,000 (inclusive of reimbursable expenses other than printing of working drawings for bidding purposes), for architectural and engineering services for The Arts Complex.

Recommended By: \_\_\_\_\_

  
Stephen Ma - Vice President for Administrative Services

Prepared By: \_\_\_\_\_

  
Suzanne Ammons, Administrative Assistant

Agenda Approval: \_\_\_\_\_

  
Dr. Douglas Garrison, Superintendent/President

## PROJECT ASSIGNMENT AMENDMENT – 34

### (TO AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES)

This Project Assignment is executed between MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT (“District”) and HGHB, (“Architect”) pursuant to the Agreement for On-Going Architectural Services (“Agreement”) between the Architect and the District dated April 29, 2006. By this reference, the Agreement is incorporated herein as if set forth in full.

1. **Project Description:** Architectural and Engineering services for the Monterey Peninsula College Arts Complex. Comprehensive renovation of the approximate 4,900 s.f. building referred to as the Art Studio Building No. 1, the approximate 10,700 s.f. building referred to as Art Dimensional Building No. 21 and the approximate 6,900 s.f. building referred to as Art Ceramics Building No. 30.

Refer to Proposal form HGHB dated January 15, 2010 for additional information.

2. **Basic Services.**

The Architect will provide architectural, civil, structural and electrical services.

2.1. Basic Services Phases – As described in the Agreement with the following comments:

- A. Preparation of Construction Documents.
- B. Handling the DSA approval process.
- C. Bidding phase services.
- D. Construction Administration.
- E. Post Construction Services.

3. **Project Construction Budget.**

\$4,000,000

4. **Architect Compensation.**

4.1. Contract Price.

Architect will be compensated on a fixed fee basis equal to \$400,000, which amount includes Reimbursable Expenses except for Reimbursable Expenses related to printing the Working Drawings for bidding purposes. Such printing expenses will be invoiced in addition to the Fixed Fee. This fee is fixed and will not be modified if the project bids are below or above the budget identified in Article 3.

Reimbursable Expenses are defined in section 10.4 of the Agreement. “Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.”

4.2. Additional Services Rate Schedule:

Architect Personnel

On an hourly rate basis at 2.5 times Direct Personnel Expense ("DPE") of Architect's personnel providing the services, plus Reimbursable Expenses. See Attachment 1 for a 2005 range of hourly rates at 2.5 times DPE.

Design Consultants Personnel

At 1.5 times the cost to Architect of Consultants providing the services, plus Reimbursable Expenses.

5. Basic Services Completion Schedule.

	START DATE	FINISH DATE
Schematic Design	November 22, 2011	January 1, 2012
Design Development	January 2, 2012	January 27, 2012
Working Drawings	March 1, 2012	May 31, 2012
DSA Submittal	June 1, 2012	December 31, 2012
Bidding	January 1, 2013	February 28, 2013
Construction*	April 1, 2013	March 30, 2015

\* Construction schedule will be determined at the time of bidding

**MONTEREY PENINSULA COMMUNITY  
COLLEGE DISTRICT, a California Community  
College District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**HGHB Architecture, Planning, Urban Design**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. I

Academic Affairs  
College Area

### Proposal:

To approve the proposed courses which have proceeded through the institutional curriculum development process to the point of recommendation to the Board.

### Background:

The courses listed below are recommended by the Curriculum Advisory Committee and endorsed by the MPC administration.

### Budgetary Implications:

When offered, related courses and programs generate instructor and support costs, which are offset by student attendance driven income.


**RESOLUTION: BE IT RESOLVED**, that the following course be approved:

ENGR 1A, Introduction to Engineering  
ENGR 4, Engineering Materials

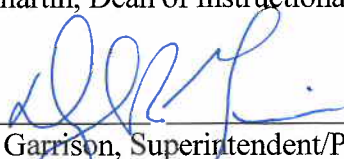
Recommended By:

  
Marty Johnson, Vice President of Academic Affairs

Prepared By:

  
Michael Gilmartin, Dean of Instructional Planning

Agenda Approval:

  
Dr. Douglas Garrison, Superintendent/President



## PROPOSED COURSES

### **ENGR 1A**                      **Introduction to Engineering**

**3 units**

**3.00 hours lecture; 1.00 hour lab**

#### **Justification**

This course is intended to articulate directly to San Jose State University's ENGR 10 Intro to Engineering by itself, as opposed to the current situation where only the combination of ENGR1 + ENGR50 + ENGR52 transfers, which many students fail to complete.

#### **Description**

This course explores careers in engineering, science, and technology, including the role and the function of engineering in modern society, problems and responsibilities of the engineering profession, and an introduction to the methods of engineering analysis, design, and problem solving.

### **ENGR 4**                              **Engineering Materials**

**4 units**

**3.00 hours lecture; 3.00 hours lab**

#### **Justification**

This course is part of the engineering core of lower division transfer classes which some universities are requiring prior to transfer.

#### **Description**

The course introduces the principles of materials science in engineering. Topics include chemical bonding, crystallography, phase diagrams, diffusion, and mechanical and electrical properties of solids.

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. J

Superintendent/President  
College Area

### Proposal:

The Governing Board will review and discuss proposed Monterey Peninsula College Governing Board Goals for 2012

### Background:

As a part of Monterey Peninsula College's on-going commitment to continuous improvement, the MPCCD Governing Board adopted Board Policy 1009 Self Evaluation, which calls for an annual self evaluation and development of Board goals. A Board sub-committee of Trustees Steck and Brown met with the Superintendent/President to develop proposed Governing Board Goals for 2012 based on the results of the self evaluation discussed at the November 2011 meeting. These proposed goals are presented for review and discussion. Adoptions of the resulting goals will be scheduled for the January Governing Board meeting.

### MONTEREY PENINSULA COLLEGE GOVERNING BOARD PROPOSED GOALS FOR 2012:

1. Develop means for more effective community relations with constituents.
2. Design and actively participate in Board development activities to broaden understanding of critical operational elements and issues facing the College.
3. Continue to be knowledgeable about actions taken by the College to address accreditation-related issues.
4. Continue to be knowledgeable about actions taken by the College to maintain fiscal stability.
5. Enhance legislative advocacy activities to support the College and community college system.

### Budgetary Implications:

No direct budgetary impact is anticipated.

**INFORMATION:** Proposed Monterey Peninsula College Governing Board Goals for 2012.

**Recommended By:** Dr. Douglas Garrison, Superintendent/President

**Prepared By:**

Carla Rob  
Carla Robinson, Executive Assistant to Superintendent/President and Governing Board

**Agenda Approval:**

Dr. Douglas Garrison, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. K

Superintendent/President  
College Area

### Proposal:

The Governing Board will review a proposed schedule of Board Study Sessions for 2012.

### Background:

The Monterey Peninsula Community College District Board Policy 1008 Governing Board Orientation and Development articulates the intent to orient new members of the Board and provide for on-going development for all Board members. ACCJC accreditation standards also require this development. In December 2011, two new members of the Board will be seated. They will be provided necessary information to understand college operations and will be encouraged to participate in Board development activities sponsored by the Community College League of California and the Monterey County Office of Education. At the November Governing Board meeting, a list of proposed Board Study Sessions was presented, and the Superintendent/President was directed to suggest a proposed schedule for these sessions. The schedule is presented for review with the understanding that it may be modified as the year progresses.

### PROPOSED SCHEDULE FOR GOVERNING BOARD STUDY SESSIONS FOR 2012:

1. January [study session] – Education Master Plan/Enrollment Management/Curriculum Development
2. February [regular meeting] – Understanding Budget Development and Management/Audit
3. March [retreat] - Shared Governance/Collective Bargaining/Personnel Actions, and MPC Planning and Resource Allocation Process
4. April [regular meeting] – Accountability Reports: ACCJC/ARCCC/IPEDS/Mandated Reports
5. May [study session] – MPCCD Demographics and Multi-Site Vision
6. June [regular meeting] – Facilities Planning/Citizens' Bond Oversight Committee

### Budgetary Implications:

No direct budgetary impact is anticipated.

**INFORMATION:** Proposed Schedule for Governing Board Study Sessions for 2012.

**Recommended By:** Dr. Douglas Garrison, Superintendent/President

**Prepared By:**

Carla Robi  
Carla Robinson, Executive Assistant to Superintendent/President and Governing Board

**Agenda Approval:**

Dr. Douglas Garrison, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

December 13, 2011

New Business Agenda Item No. L

Superintendent/President  
College Area

### Proposal:

To review the attached Calendar of Events.

### Background:

The Trustees request that the Calendar of Events be placed on each regular Governing Board meeting agenda for review and that volunteer assignments be made so that the Trustees become more visible on campus.

Trustees will attend meetings as observers and will not represent the Board's view on issues/topics.

### Budgetary Implications:

None.

**INFORMATION:** Calendar of Events.

**Recommended By:** Dr. Douglas Garrison, Superintendent/President

**Prepared By:**

Carla Robinson  
Carla Robinson, Executive Assistant to Superintendent/President and Governing Board

**Agenda Approval:**

Dr. Douglas Garrison, Superintendent/President

## MPC Board of Trustees Calendar of Events 2012

### DECEMBER, 2011

Tuesday, December 13 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room  
and 3:00pm Annual Organizing Governing Board Meeting  
Tuesday, December 13 Trustee Reception, LaMirada Museum, 4:30pm  
Thursday, December 15 Fire Academy Graduation 4:00pm, Inspection 3:30pm, CSUMB Ballroom  
Thur-Fri, December 15-16 Semester Ends Thursday; Flex Day Friday, December 16  
Fri-Mon, Dec. 23-Jan 2 Winter Holiday Break

### JANUARY, 2012

Monday, January 16 Martin Luther King Day  
Tuesday, January 24 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room  
Wed-Thur, Jan. 25-26 Flex Day Presentations, 8:30am-4:30pm, LF103  
Monday, January 30 First Day of Spring Semester

### FEBRUARY, 2012

**Sunday, February 12 MPC Foundation President's and Campus Circle Reception, 4:00pm, LTC**  
Fri-Mon, February 17 & 20 Lincoln Day Observance and Washington's Day  
**Feb 22 – Mar 21 United Way Campaign**  
**Thursday February 23 Humanities Book Grant Awards, 3:00-5:00pm, Sam Karas Room**  
Tuesday, February 28 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

### MARCH, 2012

**Friday, March 9 Lobo Hall of Fame, Embassy Suites**  
Mon-Fri, March 26-31 Spring Recess and Cesar Chavez Commemoration on March 31  
Tuesday, March 20 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

### APRIL, 2012

Tuesday, April tbd ASMPC Spring Faculty/Staff Appreciation Lunch, (\$5 non-students)  
Tuesday, April 24 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

### MAY, 2012

Friday, May 4 6<sup>th</sup> Annual President's Address to the Community, Monterey Conf Ctr, **11:30am**  
May 16 MPC Scholarship Awards, 3:00pm, tba  
Tuesday, May 22 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room  
Monday, May 28 Memorial Day

### JUNE, 2012

**Saturday, June 2 Commencement**