Monterey Peninsula Community College District Governing Board Agenda

April 26, 2017-REVISED

New Business Agenda Item E

Administrative Services
College Area

Proposal:

That the Governing Board approve the independent contract with Umstot Project and Facilities Solutions, LLC to extend the duration for professional services as related to facilities planning consultant services through June 30, 2017.

Background:

The District has operated without a Director of Facilities position for over five years. In December 2015, Umstot Project and Facilities Solutions was contracted with to perform an evaluation and review of the District's maintenance and groundskeeping operations. The Governing Board approved the initial independent contract with Umstot Project and Facilities Solutions, LLC for professional services at the August 24, 2016 meeting. The attached agreement is a continuation of services for May 1, 2017 through June 30, 2017 and is attached; the extension is needed until the District is successful in its recruitment efforts for the Director of Safety and Emergency Preparedness position and completion of the project services of the previous contract. Umstot Project and Facilities Solutions will provide services that can span as needed to address interim security management and facilities planning during this extension.

Budgetary Implications: The professional services through the independent contract is anticipated to be between \$34,000 to \$37,000 (based on actual costs) and will be paid from the Parking Fund.

	RESOLTION: BE IT RESOLVED That the Governing Board approve the independent	
	Umstot Project and Facilities Solutions, LLC to extend the duration for professional ser	vices as
relate	ed to facilities planning consultant services through June 30, 2017.	

Recommended By:

Steven L. Crow, Ed.D., Vice President of Administrative Services

Prepared By:

Suzanne Ammons, Administrative Assistant

Agenda Approval:

Dr. Walter Tribley, Superintendent/President

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT INDEPENDENT CONTRACTOR AGREEMENT/Revised for May – June 2017

(Lecturers, Presenters, Consultants)

This agreement is made and entered into this <u>27th</u> day of <u>April, 2017</u> by and between <u>Umstot Project and Facilities Solutions, LLC (Ed F. Johnson) ("INDEPENDENT CONTRACTOR") and MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT (MPC).</u>

WHEREAS, MPC is authorized by Section 53060 of the California Government Code to contract with and retain independent contractors; and

WHEREAS, MPC finds that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform special services to MPC,

NOW THEREFORE, MPC and INDEPENDENT CONTRACTOR agree as follows:

- 1. INDEPENDENT CONTRACTOR shall provide the following professional services as per (attached) **Proposal for As-Needed Facilities Planning Consultant Services, and as summarized below:**
 - Support to Prop 39 project planning, implementation and reporting
 - Providing support to supervision of the security department
 - Set up Preventative Maintenance program in School Dude Computerized Maintenance Management System
 - Updating of State Scheduled Maintenance program and prioritization
 - Updating the FUSION data base and reporting to the System office as required
 - Updating and development of the 5-year Capital Outlay Plan for the System office
 - · Assisting with capital master planning to support the institution's educational facilities master plan
 - Support of capital projects planning and implementation as required
 - Developing a retro-commissioning program for building systems using Prop 39 and other funding sources
 - · Addressing IT server room cooling issues
 - · Updating campus design standards
 - · Other planning assignments as required
- 2. MPC shall pay INDEPENDENT CONTRACTOR for his/her services as follows:

Monthly Rates: \$12,000 per month (3 days per week-on site), and

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- \$ 3,000 based on 250.00 per night for 12 nights per month,
- \$ 1,000 airfare for 4 trips per month at \$250 per round trip,
- \$ 400 rental car based on \$100 per trips for 4 trips per month,
- \$ 600 meals at \$50 per day for 12 days (receipts not required).

Total cost estimated at \$34,000 and not to exceed \$37,000, based on actual costs incurred.

- 3. TERM: The contract services are for the period from May 1, 2017 through June 30, 2017, for completion of 24 days, basd on 3 days per week on site (excludes week of spring break). This contract extends the current contract ending April 30, 2017.
- 4. INDEPENDENT CONTRACTOR shall in the performance of this Agreement be and act as an Independent Contractor providing the necessary tools and equipment.
- 5. INDEPENDENT CONTRACTOR shall assume all expenses incurred in connection with the performance of this Agreement unless otherwise specified in paragraph 2 above. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of MPC. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, INDEPENDENT CONTRACTOR is not an officer, agent or employee of MPC.
- 6. Independent Contractor shall indemnify, and hold the College, its officers, employees, or agents harmless from and against any and all liability, loss, or expense, including attorney fees, or claims for injury or damages arising out of the performance of this Agreement. The Instructor at his/her expense, cost, or risk shall also defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the College, its officers, agents thereof on any claim or demand, and pay to satisfy any judgment that may be rendered against the College, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from a disregard for this agreement or the negligent or intentional acts or omissions of the Instructor.
- 7. Upon mutual agreement in writing of the parties hereto, this agreement may be terminated for any reason. INDEPENDENT CONTRACTOR and MPC have executed this Agreement as of this date first written above.

INDEPENDENT CONTRACTOR	MPC COLLEGE DISTRICT, by:	
Signature	Signature (V P Admin Svc, or Supt./Pres.)	Initials of Div Mgr. or Dea
Address	Steven L. Crow, Ed.D. Typed or Printed Name	
City, State, Zip Code	<u>Vice President, Administrative Services</u> Title	
Social Security Number		