AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Agreement for Consulting Services with The Lew Edwards Group

REASON FOR BOARD CONSIDERATION
☑ ACTION ☐ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER

DATE
April 11, 2013

ATTACHMENT(S)
2 pages

BACKGROUND:

At the March 14, 2013 Study Session, the Board directed the Superintendent/President to conduct polling this spring to ascertain the level of support the community would have for a Proposition 39 local bond measure in 2014. To that end, the attached is an agreement with The Lew Edwards Group to provide bond feasibility services. The fees for this phase include $10,000 for management and coordination provided by The Lew Edwards Group, $5,000 for travel, and $34,500 for the actual polling to be conducted by EMC Research. The college's legal counsel has reviewed this consulting agreement.

RECOMMENDATION:

It is recommended the Board approve the contract with The Lew Edwards Group for bond feasibility services as presented.

Administrator Initiating Item: Lori Gaskin, President
AGREEMENT FOR CONSULTING SERVICES

This Agreement is made between The Lew Edwards Group, a California Corporation ("Consultant"), and Santa Barbara Community College District ("Client"). The parties agree as follows:

1. Services to be Performed.

Consultant shall, with consultation from Client, provide initial “Step I” bond feasibility services related to a potential June or November 2014 General Obligation Bond Measure. Consultant services will include the following:

(a) Initial strategic advice and planning;
(b) Overseeing public opinion research efforts, including development of a survey questionnaire, identification of key issues and messages, and analysis of the survey results;
(c) Implementing an updated baseline poll of up to 600 respondents for approximately 20 minutes through Consultant’s subcontractor, EMC Research; and
(d) Providing a Strategic Memorandum of results and recommendations for ongoing bond planning.

Should the baseline poll demonstrate that a June or November 2014 bond election is feasible, contingent on the Board of Trustee’s authorization to proceed, the parties shall discuss and negotiate a fee for subsequent bond planning and communications services to be conducted for the appropriate project period.

2. Fees.

Consultant’s fee for these initial services shall not exceed Forty-nine Thousand, Five Hundred Dollars ($49,500) of which Ten Thousand Dollars ($10,000) is for Lead Consulting Analysis, Project Oversight, and Strategic Analysis and Plan, and Thirty Four Thousand, Five Hundred Dollars ($34,500) is for survey interviews of approximately 20 minutes for a sample size of 600 respondents, in English and Spanish. Contract amounts are payable as follows:

(a) Two payments of Twenty-two Thousand, Two Hundred and Fifty Dollars ($22,250.00) per payment due and payable by close of business on April 30, 2013 and May 31, 2013; and
(b) Additional out-of-pocket expenditures Not-to-Exceed Five Thousand Dollars ($5,000) upon invoice for expenditures such as car rental; mileage; airfare; telephone toll/teleconferencing charges; lodging; parking; express mail, messenger or delivery. Only those expenses actually incurred will be invoiced, at cost.
The term of this Agreement shall be for an eight (8) week period following execution of Agreement. The parties may mutually agree to extend services for additional project scope and period. If so, additional fees shall apply.

3. Indemnification.

With the exception of any action that one party may have against the other for harm caused to the other party arising from the willful misconduct or gross negligence of the other, the parties shall otherwise hold one another, their respective agents and employees, harmless from any and all liability arising from or related to the performance of this Agreement, including third party legal actions caused by the acts or omissions of either party, their respective agents or employees.

4. Notice.

All notices, requests, demands or other communications under this Agreement shall be in writing. Notices shall be sufficiently given for all purposes as follows: Personal Delivery; First-Class Mail; Certified Mail; Overnight Delivery.

5. Severability

If any term or provision of this Agreement shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

6. Entire Agreement.

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. No other agreement, statement or promise not contained herein shall be valid or binding.

Executed this ____ day of April, 2013 at Santa Barbara, California.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By________________________
Name: _______________________
Address: _____________________

Accepted this ____ day of April, 2013 at Oakland, California.

By: __________________________
CATHERINE LEW, Esq. The Lew Edwards Group, P.O. Box 21215, Oakland, CA 94620
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Incorporation of the Leadership In Energy & Environmental Design (LEED) Rating System Into Facilities Planning

DATE
April 11, 2013
ATTACHMENT(S)
None
ITEM NUMBER
3.1

BACKGROUND:

LEED (Leadership in Energy and Environmental Design) is an internationally recognized green building certification system, providing third-party verification that a building (or community) is designed and built using strategies that improve building performance including energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Developed by the U.S. Green Building Council (USGBC), LEED provides building owners and operators a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. Reasons to obtain LEED certification include:

- Lower operating costs and increase asset value
- Reduce waste sent to landfills
- Conserve energy and water
- Healthier and safer for occupants
- Reduce harmful greenhouse gas emissions

LEED provides a point system to score green building design and construction. The system is categorized in five basic areas: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, and Indoor Environmental Quality. Buildings are awarded points based on the extent various sustainable strategies are achieved. The more points awarded the higher the level of certification achieved from Certified, Silver, Gold, to Platinum.

As the College initiates a new phase of long range facilities planning it is important that the LEED system become an integral part of the planning and execution of projects to illustrate the College’s commitment to environmental stewardship, to insure occupants of campus buildings are safe and productive, to preserve both natural and budgetary resources through efficiency, and to materialize a campus that embodies the environmental principals that it teaches.

RECOMMENDATION:

None

Administrator Initiating Item: Julie Hendricks, Director – Facilities & Campus Development

Approved by: Lori Gaskin, President
AGENDA ITEM BACKGROUND

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<td>SUBJECT: Review of Schematic Design for the West Campus Classroom &amp; Office Building</td>
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BACKGROUND:

After receiving Board approval in October 2012 for utilizing remaining Measure V funds, the College began the planning and design of the new West Campus Classroom and Office building. The building location is to the north of the Garvin Theater and the Facilities & Operations building, and adjacent to the West campus bus turnaround. Several portable buildings are currently located on this site, which are being used for swing space for the Humanities Modernization project. In December the College contracted with KBZ Architects (KBZ) to provide professional architectural services for the project. Since then the college user group comprised of representatives from Planning and Resources, Instructional Programs, Information Technology and Facilities & Campus Development have met regularly with KBZ to develop the building program and the subsequent schematic design which will be reviewed with the Board at the Study Session. Obtaining Leadership in Energy and Environmental Design (LEED) Silver certification as a minimum level of certification is a project requirement and included in KBZ’s contract. Initial rough order of magnitude (ROM) project cost estimate for the project is $18,720,000 with estimated construction cost of $13,870,000.

RECOMMENDATION:

None

Administrator Initiating Item: Julie Hendricks, Director – Facilities & Campus Development

Approved by: Lori Gaskin, President