Board of Trustees’ Consent Materials

May 27, 2009
6:00 pm
The Rouse Company Foundation Student Services Hall
RCF-400
1. Board members practice respectful dialogue that serves the best interests of the college.

2. Each board member works to integrate servant-leadership into the board culture.

3. Each board member has the opportunity to speak uninterrupted.

4. Board members come prepared – board chair needs to understand what is required and set time and material appropriately.

5. Board chair acts as caretaker for the board – acts as filter, evaluates agenda for time well spent.

6. Board chair speaks for the board to the media.

7. Consent materials are available 10 days in advance; remaining board materials are available seven days in advance.

8. Board members should route any requests for additional information to the board chair or the president at least two business days prior to the board meeting.
Howard Community College’s
Dragon Principles

We promise to help our students, employees, and community members “get there from here.”

We pledge to...

Be friendly
Be helpful to our students and community
Be considerate of each other

And we pledge to…

Encourage Service to Others
Board of Trustees
Advanced Consent Agenda

May 27, 2009
The Rouse Company Foundation Student Services Hall
RCF-400

1. Proposed New Hires
2. Electricity for Belmont Conference Center
3. Office Supplies Contract
4. Trade Services Contracts for Plumbing, HVAC, Carpentry, and Electrical
5. Facilities Operations Supplies
6. Janitorial Supplies
7. Telecommunications Services
8. Print Shop Copiers
9. Software Licensing Agreements and Purchases
10. Computer Hardware Purchases
11. Fiscal Year 2010 New Academic Programs
12. Implementation of the Nursing Pre-Admission Exam
13. Summer I Graduates
14. The Rouse Company Foundation Student Services Hall (RCF) Heat Exchanger Installation
15. License Agreement with Ten Acres Business Trust
16. Parking Lot F Expansion Fast Track Project
17. Painting Services
18. Fiscal Year 2010 Credit and Non-credit Schedule Printing
19. Contract Renewals:
   a. Security Services
   b. Waste Management Trash Removal Service
   c. Belmont Conference Center Heating Oil
   d. Belmont Conference Center Propane Gas Delivery
   e. Cellular Phone Contract
   f. Procurement Card Contract
   g. Sodexo Management Agreement
   h. Administrative Software Service Agreement
   i. Athletic Trainer Agreement
   j. Laurel College Center Lease
   k. Audit Contract
20. Audit Areas for Review
21. Authorization for Board Chair to Approve on Behalf of Board until Next Regular Meeting
1 – Proposed New Hires

**Background:** The following is a summary of the proposed new hires for Howard Community College. Each employee’s salary is determined by objective analysis of the job skills of the position and by placement in the appropriate salary range, as approved by the board.

**Purpose:** To obtain board approval for new hires

**Timeline:** March 26, 2009, through May 4, 2009

**Recommendation**

The administration requests that the board of trustees approve:

**Item:** List of new hires

**Source of funds:** The position and/or the funds are in the FY09 budget as approved by the board at its April 23, 2008, meeting.

**Compliance:** This request is in compliance with college procedure, Selection of Faculty and Staff – 63.02.03, and within the presidential boundaries related to compensation, fiscal conditions, and other appropriate limitations.
Howard Community College  
PROPOSED NEW HIRES  
For May 2009 Board Meeting

BUDGETED HIRES (Position Control Positions)¹

August 2009

<table>
<thead>
<tr>
<th>Title</th>
<th>Department</th>
<th>Position Control Status</th>
<th>Grade</th>
<th>Range for Grade³ $</th>
<th>Compensation² $</th>
<th>Name</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Professor, Radiologic Technology</td>
<td>Health Sciences</td>
<td>New Position</td>
<td>Assist. Prof. (10 month)</td>
<td>$46,503-$74,237</td>
<td>$54,753</td>
<td>Cox, Shelley</td>
<td>8/03/09</td>
</tr>
</tbody>
</table>

¹ Position Control position hires are those employees hired who are budgeted employees of the core workforce.
² Annual salary is shown for exempt employees; estimated annual compensation is shown for non-exempt employees since official compensation is an hourly amount (not shown); the employee’s salary may reflect part-time or ten-month employment.
³ Ranges shown are taken from the published salary schedules which include only 12-month salaries for full-time staff. Faculty ranges may be 10 or 12-month as applicable.
2 – Electricity for Belmont Conference Center

Background: The college receives energy through the Baltimore Regional Cooperative Purchasing Committee (BRCPC) contract with PEPCO. Belmont would like to piggyback off the college’s PEPCO contract in order to receive the same low prices for electricity. Costs for FY10 are expected to be up to $40,000 and therefore, board approval is being sought.

Purpose: To obtain board approval to allocate appropriate funding for the payment of energy bills and approval for the PEPCO electricity supply contract through BRCPC to include Belmont

Location: Belmont Conference Center

Timeline: FY10

Specifications: 8.85 cents per kWh

Bids: PEPCO is part of BRCPC.

Recommendation

The administration requests that the board of trustees approve:

Amount: $40,000

Vendor: PEPCO

Source of funds: FY10 Belmont budget

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.
3 – Office Supplies Contract

**Background:** Last year, the college conducted an analysis of all four office supply vendors; Office Depot, Staples, Corporate Express and Office Max. After an analysis of the four vendors, the college decided to go with Corporate Express as its vendor for office supplies. In prior years, the college has spent approximately $325,000 annually on office supplies. Since the switch to Corporate Express, the college print shop has decided to purchase a large portion of its paper through Corporate Express, spending an estimated $70,000 per year. Comparison pricing of other suppliers revealed that Corporate Express offered the best price for paper. The print shop will order other specialty paper from different vendors based upon competitive pricing. Housekeeping has decided to begin purchasing its cleaning supplies through Corporate Express, which offers sustainable cleaning supplies at a discounted price, when the prices on particular items are lower than those on the janitorial contract. It is estimated that the college will spend approximately $60,000 on cleaning supplies annually with Corporate Express. Overall, with the college’s prior purchases and additional items being purchased, it is estimated that the college will spend approximately $455,000 in FY10.

**Purpose:** To obtain board approval to extend the term of the office supplies contract and to obtain board approval to purchase print shop paper and cleaning supplies from Corporate Express for one year under the National Intergovernmental Purchasing Alliance (NIPA) contract.

**Location:** Campus-wide to include Belmont, Gateway, and Laurel

**Timeline:** FY10

**Specifications:** Office supplies and cleaning supplies

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**Recommendation**

The administration requests that the board of trustees approve:

- **Amount:** $455,000
- **Vendor:** Corporate Express
- **Source of funds:** FY10 operating budget
- **Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
4 – Trade Services Contracts: Plumbing, HVAC, Carpentry, and Electrical

**Background:** In order to expedite small renovation projects, the administration would like to execute contracts with certain trades renewable on a year-to-year basis for a maximum of three years. The invitations to bid in March of 2009 were based on time and material markup. The following were the trades and companies who have submitted the lowest bid, and submitted favorable references.

Plumbing: Emjay  
HVAC: Emjay  
Carpentry: Benaka, Inc.  
Electrical: Benaka, Inc.

**Purpose:** To obtain board approval to execute contracts for plumbing, HVAC, carpentry, and electrical services

**Location:** College-wide

**Timeline:** FY10

**Specifications:** Trade services for HVAC, plumbing, carpentry and electrical for all college areas as needed

**Bids:**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Supervisor</th>
<th>Journey Man</th>
<th>Apprentice</th>
<th>Material Markup %</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emjay</td>
<td>47.94</td>
<td>45.83</td>
<td>32.60</td>
<td>11.5</td>
<td>1</td>
</tr>
<tr>
<td>Benaka, Inc.</td>
<td>54.00</td>
<td>59.00</td>
<td>31.00</td>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Lloyd Plumbing, Inc.</td>
<td>80.00</td>
<td>76.00</td>
<td>78.30</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Mark Brew Plumbing &amp; Heating</td>
<td>80.00</td>
<td>76.00</td>
<td>38.00</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>HVAC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emjay</td>
<td>47.94</td>
<td>45.83</td>
<td>32.60</td>
<td>11.5</td>
<td>1</td>
</tr>
<tr>
<td>Benaka, Inc.</td>
<td>92.00</td>
<td>87.00</td>
<td>40.00</td>
<td>15</td>
<td>1</td>
</tr>
<tr>
<td>Carpentry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benaka, Inc.</td>
<td>44.00</td>
<td>42.00</td>
<td>20.00</td>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>Supreme Maintenance &amp; Construction</td>
<td>45.00</td>
<td>40.00</td>
<td>38.00</td>
<td>20</td>
<td>1</td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benaka, Inc.</td>
<td>68.00</td>
<td>49.67</td>
<td>28.60</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Lloyd-Beall Electric</td>
<td>63.00</td>
<td>63.00</td>
<td>32.00</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Brown &amp; Heim</td>
<td>76.29</td>
<td>66.96</td>
<td>43.70</td>
<td>8</td>
<td>1</td>
</tr>
</tbody>
</table>
The administration requests that the board of trustees approve:

**Amount:** Emjay (plumbing) not to exceed $50,000  
Emjay (HVAC) not to exceed $50,000  
Benaka, Inc. (carpentry) not to exceed $80,000  
Benaka, Inc. (electrical) not to exceed $50,000

**Vendor:** Emjay (plumbing and HVAC)  
Benaka, Inc. (carpentry and electrical)

**Source of funds:** FY10 operating budget – plant operations account

**Compliance:** This request is in compliance with college procedure, Purchasing 62.05.01.
5 – Facilities Operations Supplies

Background: The administration is participating in the National Joint Power Alliance (NJPA), which cooperatively serves all qualifying municipalities and educational agencies in the United States and Canada. Through the combined leverage, the NJPA purchasing contracts are competitively bid on the potential national volume. The NJPA is guided by the Uniform Municipal Contracting Law.

W.W. Grainger, Inc. offers equipment and associated parts and supplies used for facilities operations (engineering and preventive maintenance) and facilities services (grounds, mailroom, environmental services, and asset relocation and set-ups). Next day delivery is a must for these items, which is provided under the NJPA contract. This process reduces the need for personnel to spend valuable time calling for price comparisons, travel time, and cost for vehicle usage to pick up items at different locations, adding to the cost of such items in terms of overhead. It is anticipated that $80,000 will be spent in FY10.

Purpose: To obtain board approval to purchase facilities operations and facilities services supplies from the NJPA contract

Location: College-wide

Timeline: FY10

Recommendation

The administration requests that the board of trustees approve:

Amount: $80,000

Vendor: W.W. Grainger, Inc.

Source of funds: FY10 operating budget - plant operations account

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01
6 – Janitorial Supplies

Background: Fitch Co. Inc. has the janitorial supply contract with Howard County. Environmental Services has compiled a price comparison for most products purchased by the department at unit cost, between Fitch Co. Inc., W.W. Grainger, Inc. (NJPA contract), and Corporate Express (office supplies contract). Compared were micro cloths, trashcan liners, hand soap, dilution control cleaners, paper products, chemical cleaners, floor care products, gloves, receptacles, and safety products. Below are some of the products compared. FitchCo, Inc. was found to have the least expensive price per unit of comparison. The administration requests that the environmental services department be approved to purchase from Fitch Co. Inc.

<table>
<thead>
<tr>
<th>Description</th>
<th>Packaging</th>
<th>Fitch Co. Unit Price</th>
<th>Corporate Express Unit Price</th>
<th>Grainger Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MICRO CLOTH</td>
<td>EACH</td>
<td>$1.14</td>
<td>$1.27</td>
<td>$4.27</td>
</tr>
<tr>
<td>micro fiber cloth, 16&quot; x 16&quot;, green, launderable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRASHCAN LINERS</td>
<td>1000 PER CASE</td>
<td>$10.76</td>
<td>$15.26</td>
<td>$53.25</td>
</tr>
<tr>
<td>bag, trash, 24&quot; x 23&quot;, star bottom, translucent, heavy duty</td>
<td>200 PER CASE</td>
<td>$27.11</td>
<td>$52.93</td>
<td>$62.70</td>
</tr>
<tr>
<td>bag, trash, 40&quot; x 48&quot; star bottom, black, xx heavy duty</td>
<td>3/1250ML PER CASE</td>
<td>$43.99</td>
<td>None</td>
<td>$75.65</td>
</tr>
<tr>
<td>HAND SOAP</td>
<td>8 PER CASE</td>
<td>$72.80 For 8</td>
<td>$56.17 For 2</td>
<td>$108.45 For 8</td>
</tr>
<tr>
<td>hand soap, 1250ml foam lotion skin cleanser, green sealed <strong>no substitutes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DILUTION CONTROL</td>
<td>4 PER CASE</td>
<td>$11.66</td>
<td>$31.04 For 1</td>
<td>none</td>
</tr>
<tr>
<td>FASTDRAW natural degreaser, environmentally preferred, 2 liter, 1:20 ratio yields rtu gal @ $1.06 &amp; qts @ $.26</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FASTDRAW green earth glass cleaner, green sealed certified, 2 liter, 1:64 ratio yields rtu gal @ $.93 &amp; qts @ $.23</td>
<td>4 PER CASE</td>
<td>$31.58</td>
<td>$29.49 For 1</td>
<td>none</td>
</tr>
<tr>
<td>FASTDRAW green earth daily floor cleaner, green sealed certified, 2 liter, 1:256 ratio yields rtu gal @ $.14 &amp; qts @ .04</td>
<td>4 PER CASE</td>
<td>$19.63</td>
<td>$31.04 For 1</td>
<td>none</td>
</tr>
<tr>
<td>FASTDRAW daily disinfectant cleaner, environmentally preferred, 2 liter, 1:256 ratio yields rtu gal @ $.14 &amp; qts @ $.04</td>
<td>4 PER CASE</td>
<td>$19.64</td>
<td>$20.59 For 1</td>
<td>none</td>
</tr>
<tr>
<td>PAPER</td>
<td>6 ROLLS PER CASE</td>
<td>$36.85</td>
<td>$75.54</td>
<td>$91.20</td>
</tr>
<tr>
<td>roll towels, 8&quot; x 800', natural white, green sealed certified, 6 rolls per case, 100% recycled, exceeds epa guidelines for post consumer wastepaper content <strong>no substitutes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item Description</td>
<td>Quantity</td>
<td>Unit Price 1</td>
<td>Unit Price 2</td>
<td>Unit Price 3</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>----------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Toilet tissue, 2 ply, 3.75&quot; x 4&quot; sheet, 865 sheets per roll, 36 rolls/case, green sealed certified, 100% recycled and embossed for softness, exceeds EPA guidelines for post consumer wastepaper content <strong>no substitutes</strong></td>
<td>36 rolls per case</td>
<td>$39.95</td>
<td>$64.54</td>
<td>$113.50</td>
</tr>
<tr>
<td>Toilet seat covers, 1/2 fold, 200s of 250=5000 per case</td>
<td>5000 per case</td>
<td>$35.00</td>
<td>$35.59</td>
<td>$88.55</td>
</tr>
<tr>
<td>CHEMICALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detergent, powdered, controlled suds w/whitening and brightening agents, bio-degradable, 50 lb box</td>
<td>50 lb box</td>
<td>$45.36</td>
<td>$32.05</td>
<td>$90.90</td>
</tr>
<tr>
<td>Remover, spot, water soluble, rug &amp; upholstery, for removing food and ink spots, non aerosol bottle, size: 1 pint.</td>
<td>12 qts per case</td>
<td>$2.99 each</td>
<td>$9.36 for 1</td>
<td>$12.26 for 1</td>
</tr>
<tr>
<td>Remover, chewing gum &amp; wax, (7.5 oz. can) contains refrigerating type propellants-safe and environmentally acceptable, may be used on carpets, floors, upholstered furniture, tables, and clothing, no c.f.c.'s</td>
<td>12 cans per case</td>
<td>$3.68</td>
<td>$4.03 for 1</td>
<td>$7.79 for 1</td>
</tr>
<tr>
<td>Wow stainless steel cleaner, 100% biodegradable, 16 oz. bottle with trigger sprayer, 6 per case</td>
<td>6 per case</td>
<td>$7.18 for 1</td>
<td>$9.64 for 1</td>
<td>9.82 for 1</td>
</tr>
<tr>
<td>FLOOR CARE PRODUCTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pad, floor machine, 20&quot;, 1&quot; thick, nylon, open web design, made from 100% recycled products, 5 per case, available in white, black, red, green, blue.</td>
<td>5 per case</td>
<td>$17.58</td>
<td>$37.65</td>
<td>$38.60</td>
</tr>
<tr>
<td>Standard loop-end wet mops, blended fibers, four ply yarn, double-wrapped mesh headbands, woven-tape tailbands, 5&quot; headband, green, medium, 12 per case, made from recycled materials and environmentally packaged</td>
<td>12 per case</td>
<td>$3.98 for 1</td>
<td>$4.82 for 1</td>
<td>$6.26 for 1</td>
</tr>
<tr>
<td>Standard loop-end wet mops, blended fibers, four ply yarn, double-wrapped mesh headbands, woven-tape tailbands, 5&quot; headband, green, large, 12 per case, made from recycled materials and environmentally packaged</td>
<td>12 per case</td>
<td>$4.55 for 1</td>
<td>$7.45 for 1</td>
<td>$9.45 for 1</td>
</tr>
<tr>
<td>GLOVES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gloves, vinyl, powder-free, large, dispenser box, 100/bx, 10 boxes per case</td>
<td>10 box per case</td>
<td>$4.44 for 1</td>
<td>$2.95 for 1</td>
<td>$9.10 for 1</td>
</tr>
<tr>
<td>Gloves, vinyl, powder-free, extra large, dispenser box, 100/bx, 10 boxes per case</td>
<td>10 box per case</td>
<td>$4.44</td>
<td>$2.95 for 1</td>
<td>$9.10 for 1</td>
</tr>
<tr>
<td>Gloves, vinyl, powder-free, medium, dispenser box, 100/bx, 10 boxes per case</td>
<td>10 box per case</td>
<td>$4.44</td>
<td>$2.95 for 1</td>
<td>$9.10 for 1</td>
</tr>
<tr>
<td>RECEPTACLES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can, trash, made of recyclable plastic, 44 gal., molded with highest quality of polyethylene resin, gray</td>
<td>EACH</td>
<td>$37.30</td>
<td>$31.66</td>
<td>$78.50</td>
</tr>
<tr>
<td>41 qt. rectangular soft sided plastic wastebasket, will not dent, leak or rust, rolled rim for easy pick up and delivery</td>
<td>EACH</td>
<td>$9.13</td>
<td>$10.71</td>
<td>$13.50</td>
</tr>
<tr>
<td>Gray Janitor's cart w/25-gallon blue vinyl bag, 8&quot; heavy-duty wheels, 2-1/2&quot; non-marking casters, adjustable center shelf, molded-in hooks for tools and mop handles, replaceable bag hooks, folding handle for easy storage, bottom platform</td>
<td>EACH</td>
<td>$118.99</td>
<td>$182.21</td>
<td>$196.25</td>
</tr>
<tr>
<td>FACILITY MAINTENANCE &amp; SAFETY PRODUCTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
dust mask. lightweight and comfortable | 50 PER BOX/12 BX PER CASE | $8.99 | $9.44 | $10.65

rags, 100% cotton, white sterilized, terrycloth, to withstand wash, scrub, launder and bleach, lint free, 25lbs./box, 24" x 24" | BOX | $51.84 | $121.80 | $158.25

poly wool duster, non-allergenic, attracts dust like a magnet, washable, perfect for hard to reach areas, extends 52" to 84", white handle, mixed color head | 12 PER CASE | $9.25 | $9.53 | $11.85

**Purpose:** To obtain board approval to purchase janitorial supplies

**Location:** College-wide

**Timeline:** FY10

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**Recommendation**

The administration requests that the board of trustees approve:

**Amount:** $100,000

**Vendor:** Fitch Co. Inc.

**Source of funds:** FY10 operating budget – plant operations account

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01
7 – Telecommunications Services

**Background:** The college purchases multiple telecommunication services from Verizon to support phone services, connectivity among the campus sites, and telecommunication systems maintenance.

The college’s current three-year contract for dial-tone service for local and long distance calling with Verizon will expire July 1, 2009. The same services from Verizon are offered and competitively priced through the Maryland state contracts for local and long distance services. These Maryland state contracts are set at the same pricing that the college obtained from Verizon through the RFP process in 2006. The college has direct connectivity to each campus site to provide voice and data, which is covered under the long distance service state contract and for Gateway under a separate state contract with Verizon. The maintenance and repair services of the telecommunications technology are also provided by a state contract.

The services, cost, and associated state contracts with Verizon are outlined below:

<table>
<thead>
<tr>
<th>Services</th>
<th>Cost</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directory assistance and service fees</td>
<td>$800</td>
<td>$.75 local / $1.25 national</td>
</tr>
<tr>
<td>(Contract 060B9800041)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projected increase due to usage</td>
<td>$2,500</td>
<td></td>
</tr>
<tr>
<td>Directory listings</td>
<td>$2,800</td>
<td></td>
</tr>
<tr>
<td>(Contract 060B9800041)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay phones – main campus/Laurel</td>
<td>$4,500</td>
<td></td>
</tr>
<tr>
<td>Laurel T1 connection</td>
<td>$6,200</td>
<td></td>
</tr>
<tr>
<td>Gateway T1 connection</td>
<td>$7,200</td>
<td></td>
</tr>
<tr>
<td>(Contract DBM-0302-HCCS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long Distance</td>
<td>$7,500</td>
<td>.018 /minute</td>
</tr>
<tr>
<td>(Contract 050R5800079)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intra-Lata calls</td>
<td>$8,000</td>
<td>$.055 per minute</td>
</tr>
<tr>
<td>(Contract 060B9800041)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belmont POTS* lines</td>
<td>$10,800</td>
<td></td>
</tr>
<tr>
<td>(Contract 060B9800041)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belmont T1 connection</td>
<td>$12,600</td>
<td></td>
</tr>
<tr>
<td>Phone line services including local calls</td>
<td>$55,000</td>
<td>$.016 /min if over 80K min/mo</td>
</tr>
<tr>
<td>(Contract 060B9800041)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projected Belmont/main campus PBX service</td>
<td>$65,000</td>
<td></td>
</tr>
<tr>
<td>(Contract PBX1-050R5800009)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The total cost for all services</td>
<td>$182,900</td>
<td></td>
</tr>
</tbody>
</table>

* POTS=plain old telephone service (voice-grade service)
Purpose: To renew the above phone service contracts

Location: Campus wide

Timeline: FY10

Bids: Competitive pricing from Maryland State telecommunications contracts contract for local services, long distance services and high capacity circuit contract and maintenance services contract

Recommendation

The administration requests that the board of trustees approve:

Amount: $182,900

Vendor: Verizon Maryland Inc.

Source of funds: FY10 operating budget of the telecommunications cost center

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.
8 – Print Shop Copiers

Background: The college print shop provides copy services for academic, student services, and administrative requirements. Approximately 12.2 million copies are made annually through this service to support the college’s academic and business needs.

The college’s rental contract with Oce’, North America, Inc. expires in August 2009. As a result, an invitation for bid was initiated in February 2009 to solicit offers for the rental or lease of three new high-speed digital copiers to support printing operations. The bid also solicited quotes for a web-based job submission, tracking, and reporting program. The term for the contract is 60 months with a fixed monthly cost. In April, the college requested a “best and final offer” from the seven vendors who responded to the bid. Canon offered the best solution based on functionality, service, and cost.

Purpose: To obtain board approval to award a bid for print shop copiers

Timeline: FY10 – FY15 (with yearly board renewal approval)

Specifications: The capability to produce 120-135 copies per minute for the primary production copier and 105-110 copies for secondary copiers. Other requirements include a monthly duty cycle of 1 million copies, an image quality of at least 600 dpi, a storage capacity of 80GB, a paper input, and a high-volume stacker capable of processing 5,000 sheets, a single-step binding process, and a service response time of two hours.

The evaluation process included a point system to evaluate the bids. All items were worth 20 points except web submission, which was worth 10 points, with a total of 110 points possible:

<table>
<thead>
<tr>
<th>Company</th>
<th>Meets specifications</th>
<th>Improve work flows</th>
<th>Customer service, training programs</th>
<th>Sustainability (ability to use recycled paper)</th>
<th>Monthly Costs</th>
<th>Optional web submission program</th>
<th>Total points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canon</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>19</td>
<td>20 $5,789</td>
<td>9 $668</td>
<td>108</td>
</tr>
<tr>
<td>Oce’</td>
<td>20</td>
<td>19</td>
<td>20</td>
<td>20</td>
<td>17 $7,502</td>
<td>10 $640</td>
<td>106</td>
</tr>
<tr>
<td>Konica-Minolta</td>
<td>18</td>
<td>18</td>
<td>20</td>
<td>19</td>
<td>18 $7,532</td>
<td>9 $765</td>
<td>102</td>
</tr>
<tr>
<td>Ricoh</td>
<td>18</td>
<td>17</td>
<td>19</td>
<td>19</td>
<td>19 $7,216</td>
<td>8 $843</td>
<td>100</td>
</tr>
</tbody>
</table>
The administration requests that the board of trustees approve:

**Amount:** $77,484 annually

**Vendor:** Canon Business Solutions

**Source of funds:** FY10 operating budget

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
9 – Software Licensing Agreements and Purchases

**Background:** Howard Community College (HCC) uses the Maryland Educational Enterprise Consortium’s (MEEC) contract agreement with Bell Industries to license and purchase Microsoft, McAfee, and Adobe software products and services. These products and licenses are purchased at highly competitive consortium pricing that is established through negotiated contracts and RFP processes by MEEC on behalf of all educational institutions, libraries, and museums in Maryland.

The Bell Industries contract with MEEC provides licenses for the college’s use of Microsoft operating systems, business products and web applications for all computer desktop systems, and file servers at all campus locations. The contract also provides licensing agreements of McAfee software for virus and security protection. The college pays $61,397 to Microsoft and $31,208 to McAfee in annual licensing fees for their products under this contract with Bell Industries.

A separate contract with Bell Industries through MEEC enables the college to purchase Adobe products for classroom and office use. The discount pricing through the Bell Industries contract for Adobe products has enabled the college to purchase software licenses and products for student use in computer labs that were not affordable in the past. The college anticipates purchasing additional licenses at a cost of $42,395 from Adobe and Microsoft.

**Purpose:** To obtain board approval to renew software licensing agreements and purchase software and services for instructional and business purposes.

**Timeline:** FY10

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**Recommendation**

The administration requests that the board of trustees approve:

**Amount:** $135,000

**Source of funds:** Bell Industries

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
10 – Computer Hardware Purchases

**Background:** The Maryland Educational Enterprise Consortium’s (MEEC) has established a 5-year hardware contract with multiple vendors through a RFP process that was completed in 2007. Under this agreement, the contract provides consortium pricing and competitive discounts on computers, servers, enterprise storage, printers, peripherals, and classroom equipment. The agreement provides a base discount of 8 percent and further discount to 20 percent or higher depending on the type of equipment being purchased and quantities.

The college uses this contract to purchase technology from Dell Inc. Apple Computers, Gateway Computers, CAS Severn (IBM equipment and maintenance), and Hartford Computers (HP computers and printers). The college anticipates the MEEC technology hardware agreement will be used to purchase technology for classrooms, the library, and offices involved with the Clark Library building renovation. Additional purchases will be made, pending funding availability, to replace file servers, computers, and printers throughout the campus that are either at the end of their service life, for the replacement of equipment failures, and for technology to support new projects and services.

Under the contract, the college anticipates purchasing $678,000 in technology hardware for the Clark Library building project. Additionally, the college will spend an estimated $662,400 in replacement and new technology for classrooms and offices at all campus sites. Estimates for purchases are determine from previous year purchases.

**Purpose:** To obtain board approval to renew software licensing agreements and purchase software and services for instructional and business purposes

**Location:** Clark Library building and information technology

**Timeline:** FY10

---

**Recommendation**

The administration requests that the board of trustees approve:

**Amount:**

- $1,340,400 total
  - ($1,198,000 - Dell Inc.)
  - ($50,400 - Apple Computers)
  - ($38,000 - Gateway Computers)
($26,000 - CAS Severn (IBM))
($28,000 Hartford Computers (HP computers and printers))

**Source of funds:** FY10 operating budget and capital project funds

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
11 – Fiscal Year 2010 New Academic Programs

**Background:** Each year, the curriculum and instruction committee reviews new course and program proposals to assure that they are clearly and thoughtfully designed, address a clear student need, and are consistent with the mission of the college.

**Purpose:** To obtain board approval of new programs

**Timeline:** Effective July 1, 2009

---

**Recommendation**

The administration requests that the board of trustees approve the following new programs:

1. Associate of Arts in Arts and Sciences – Aging Services
2. Associate of Arts in Arts and Sciences – Nutrition
3. Associate of Arts in Arts and Sciences – Public Health
4. Associate of Arts in Arts and Sciences – Environmental Science – Ecological Technology Design option
5. Associate of Arts in Arts and Sciences – Mass Media Design and Production – Radio Production option
6. Associate of Arts in Arts and Sciences – Mass Media Design and Production – Radio and Television Production option
7. Certificate of Proficiency – Business Management – Business Management in the Virtual Environment

**Compliance:** This request is in compliance with Board of Trustees Policy: Board Role.
12 – Implementation of the Nursing Pre-Admission Exam

**Background:** The nursing program would like to implement a pre-admission exam, which incurs a cost to students. This exam comes at the recommendation of an outcomes assessment project conducted by nursing faculty. The exam has a statistically significant correlation to success in the nursing program. The outcomes assessment identified a cut-off score. Over a four-year period, every student who received a score at or below the cut off failed out of the first year of the nursing program. Implementation of the pre-admission exam would not preclude anyone from being admitted to the nursing program because students would be able to test multiple times until a passing score is received. A remediation program is included for students that receive a score less than passing. In addition, the program currently offers second repeat students, who were unsuccessful and did not progress through the second year of the registered nurse (RN) program, an admission pathway into the practical nurse (PN) program. Students are required to achieve a satisfactory score on the HCC mid-program assessment test for eligibility for admission. The HCC mid-program assessment test has a statistically significant correlation with success in the PN completion course.

**Purpose:** To obtain board approval to charge incoming nursing students the cost of the pre-admission exam. The student cost will reflect the purchase price of the required exam.

**Location:** Health Sciences Division- Main Campus

**Timeline:** Effective July 2009

**Specifications:**

1. The current price for a pre-admission exam for new incoming nursing students is $25.
2. The current price for the mid-program assessment examination for previously admitted students seeking to become eligible for a 3rd admission into the PN program is $55.
3. Student cost will be the price of the required exam.

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**Recommendation**

The administration requests that the board of trustees approve a pre-admission exam charge for incoming nursing students (RN and PN) to cover the cost of the required pre-admission exams.
Compliance: This request is in compliance with college procedure, Tuition, Fees, and Waivers – 50.06.01 and Board of Trustees Bylaws: Article II: the Board of Trustees Responsibilities and Powers: Program and Board of Trustees Policies: Governance Process: Board Role, numbers 9 and 10.
13 – Summer I Graduates

**Background:** The following item is a list of proposed candidates for graduation, who are being cleared by the office of records and registration. The attached list of 57 graduates will be reviewed and approved prior to the conferring of these degrees and certificates.

**Purpose:** To enable eligible students to graduate

**Timeline:** Degree Conferral – June 30, 2009

---

**Recommendation**

The administration requests that the board of trustees approve the list of proposed graduates for Summer I 2009, and empower the college president with the authority to make the necessary adjustments following clearance by the office of records and registration.

**Compliance:** This request is in compliance with college procedure, Graduation Requirements – 10.04.01.
ASSOCIATES OF ARTS

Arts and Sciences-Art-Graphic Design
Tiffany C. Goins

Arts and Sciences-Criminal Justice
Toure’ Ali Johnson
Jason M. Smith

Arts and Sciences-English
Maureen E. Wynn

Arts and Sciences-Healthcare Management and Administration
Muslimah Z. Mussalihullah

Arts and Sciences-Music
Sangmi Yoon

Arts and Sciences-Pre-Medicine
Jinseong Kim

Arts and Sciences-Pre-Pharmacy
Hanadi A. Elhadi
Tai T. Vuong

Arts and Sciences-Psychology
Ashley Alberta Henry

Arts and Sciences-Spanish
Jordan Spencer Ragland

Arts and Sciences-Theatre/Performance
Lu Yu

Business Administration
Kristen Rachel Hux
Sahanai Rose Jordan
JaeHoon Jung
Stephen J. Kim
Douglas J. Lamude, II
Joanne E. Lee

Jihye Lim
Hang En Mang
Richard B. McGinnis II
Rohit Ray
Charles John Tretler

General Studies
Ashley Vera Hawkins
Craig Andrew Larson
Douglas Ross Lobl
Karen Ann McGeehan
Swanzeta Ragneta Nciweni
Victor M. Rivera
Lisa M. Rudden
Kassandra Marie Sandacz

Victoria Alexandra Schuster
Hillary Davis Thatch
John Michael Underwood
Stephen Michael Williams
Maureen E. Wynn
Alyssa Heeran Yoo
Karwan Faraj Zangna
General Studies for Certificate Students
Benjamin John Hart                     Michelle Lynn Ruhf

General Studies-Business
Brandon A. Britt                        Sharnett Briana Pelzer
Robert Joseph Gavlin III               Raquel Yvette Robinson
Amanda Lynne Guevara-Valle

General Studies-Science
Malika E. Denson-Reid                  Bronta’ Dyvonne Williams
Amal Amair Shariff

Information Technology
Kevin W. Baun                          Jae Hwang Kim

Teacher Education-Early Childhood Education
Katherine Paola Torres

ASSOCIATE OF APPLIED SCIENCES

Business Management
Matthew Lee Minton                      John R. Morgan

Culinary Management
Marjorie Roche

ASSOCIATE OF ARTS IN TEACHING
Teacher Education-Early Childhood Education
Amanda Nicole Rooney

Teacher Education-Elementary Education
Christina Marie Merson

CERTIFICATE OF PROFICIENCY

Biomedical Engineer
Jerry V. Manas

Cisco Certified Network Associate
Veitl Wirth

Network Administration-Network Security Administration
Veitl Wirth
14 – The Rouse Company Foundation Student Services Hall Heat Exchanger Installation

**Background:** The RCF has presently only one gas hot water heater that serves the Café on the Quad. The college is on an interruptible customer gas supply contract for its boilers, and during heavy usage times when gas is diverted to other users, the cost of gas increases dramatically just to keep the hot water heater operational. As a result, the water heater is shut down at these times, forcing the Café on the Quad to close.

The proposed installation of the heat exchanger will provide redundancy because it is run on the boiler water and would allow the Café on the Quad to stay operational during gas outages. Any emergency repairs would also no longer affect the Café on the Quad’s operations. Emjay has the college contract awarded via a competitive bid process for HVAC and plumbing for FY09 and is highly qualified to provide this service.

**Purpose:** To obtain board approval for the installation of a heat exchanger in the RCF

**Location:** RCF

**Timeline:** May 2009 to completion

**Specifications:** Material and labor to install a plate and frame heat exchanger in the mechanical room of the RCF. The heat exchanger would serve as a domestic hot water heating system. Work includes crane and associated rigging, domestic water piping, heat exchanger, thermal insulation, automatic temperature controls, housekeeping pad, gauges, thermometers and all piping specialties.

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**Recommendation**

The administration requests that the board of trustees approve:

**Amount:** $38,800.00

**Vendor:** Emjay, Inc.

**Source of funds:** Capital budget

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
15 – License Agreement with Ten Acres Business Trust

**Background:** The hospital and a group of doctors known as Ten Acres Business Trust are currently completing a medical office building adjacent to the campus. The property runs parallel to Campus Drive and part of the property on the other side of the sidewalk going around Campus Drive is college property. Ten Acres Business Trust approached the college and agreed to landscape and maintain the college property on the other side of the sidewalk around Campus Drive at its cost (Ten Acres Business Trust cost). The following agreement is the license to authorize Ten Acres to proceed, which was reviewed and edited as appropriate by attorney Michael Molinaro. The administration is seeking board of trustees’ approval to execute the agreement.

**Purpose:** To obtain board approval to execute the license agreement with Ten Acres Business Trust

**Location:** Property on the other side of Campus Drive between the sidewalk and the new Medical Arts building

**Timeline:** Upon approval of the board of trustees

**Specifications:** See agreement following this item

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**Recommendation**

The administration requests that the board of trustees approve the following agreement with Ten Acre’s Business Trust

**Compliance:** This request is in compliance with Board Policy: Asset Protection
LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the _______ day of __________________, 2009 by and between BOARD OF TRUSTEES OF HOWARD COMMUNITY COLLEGE an educational institution created under Maryland law, (the “Grantor”) and TEN ACRES BUSINESS TRUST, a Maryland business trust (the “Grantee;” sometimes referred to collectively with Grantor as the “Owners” or individually, as an “Owner”).

RECITALS

A. Grantor owns in fee simple a parcel of land located in Howard County, Maryland which is more particularly described as follows:

Certain real property, situate, lying and being in the Fifth Election District of Howard County, Maryland, which was conveyed to the Board of Trustees of Howard Community College by the Howard Research and Development Corporation by deed dated April 18, 1968, and recorded among the Land Records of Howard County, Maryland in Liber 486, folio 219 (the “Grantor’s Property”).

B. Grantee owns in fee simple a parcel of land located adjacent to Grantor’s Property in Howard County, Maryland which is more particularly described as follows:

BEING KNOWN AND DESIGNATED as Parcel A-1 and G-2 as shown on a Plat entitled “Columbia Town Center, Section 8, Area 4, Parcels A-1, G-1 and G-2, a Resubdivision of Parcels A & G” which Plat is recorded among the Land Records of Howard County, Maryland in Plat Book C.M.P. No. 6074 (the “Grantee’s Property”; sometimes collectively with Grantor’s Property, the “Property”).

C. Grantee desires to perform certain grading and landscaping upon the portion of Grantor’s Property which is located along the east property line of Grantee’s Property. The boundaries of the License Area are the east boundary line of Grantee’s Property and the west side of the existing sidewalk on Grantor’s Property. Grantor has agreed to grant to Grantee a License to complete and maintain the grading and landscaping in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, WITNESSETH: in consideration of the sum of Ten and No/100 Dollars ($10.00) and of the mutual covenants set forth below, the parties hereby agree as follows:
1. **Grant of License.** Grantor does hereby grant and convey to Grantee a non-exclusive License on, over and across that portion of Grantor’s Property which is depicted on Exhibit A which is attached hereto and made a part hereof (the “License Area”) for the purpose of (a) removing all existing trees, plants, and brush, with the exception of a twenty-inch locust tree which is located near the south corner of Grantor’s Property and which is marked on Exhibit A, (b) re-grade the area which is located adjacent to the parking lot which is located to the south of the building currently located on Grantor’s Property (as shown on Exhibit A), (c) install, maintain, repair, and replace trees and plants in accordance with the plan depicted on Exhibit A. Grantee shall restore any portions of Grantor’s Property which are disturbed by Grantee’s work in the License Area by finely grading such areas and re-seeding such areas with grass seed.

   If Grantor requires an adjustment to the License Area, especially in the Southeast portion of Grantee’s Property when Grantor constructs certain College improvements, including a parking garage, then Grantee shall agree to a reasonable adjustment of this License to meet Grantor’s needs.

2. **Temporary Access Easements.** Grantor and Grantee agree and acknowledge that the License granted by this Agreement shall include any and all temporary easements which are necessary to permit Grantee ingress and egress to and from the License Area to fulfill Grantee’s rights and obligations hereunder. 

   Grantee covenants and agrees to keep open Campus Drive and the adjacent sidewalk on the Grantor’s Property at all times between 7:00 a.m. and 11 p.m. If short term, single-lane, or complete blockage of Campus Drive and/or the sidewalk are required for equipment access and maintenance, then Grantee shall employ traffic control devices and flagging personnel to ensure movement and safety of vehicular and pedestrian traffic. Notice of such temporary closings and re-direction of traffic shall be given at least 24 hours in advance to the Grantor’s director of Plant Operations.

3. **Installation, Maintenance and Repair.** Grantee shall be responsible for all costs associated with the installation, repair, and maintenance of the License Area and the landscaping materials located within the License Area in a good, clean, and orderly manner. Grantee may replace the trees and plants located within the License Area with landscaping materials of similar type and size, if such replacements are necessitated by product availability or durability. Grantee promptly shall repair any damage to Grantor’s Property which results from use of the License Area. Grantee shall provide Grantor written notice before commencement of any major maintenance or repairs within the License Area. All maintenance and repairs shall be completed in a good, workmanlike, and expeditious manner. Immediately after completion of any maintenance or repairs, Grantee shall restore to its pre-existing condition any of Grantor’s Property which is affected by maintenance or repair to the License Area.

4. **Term and Termination.** The License granted herein shall run from the execution of this Agreement until June 30, 2020 (“Initial Term”). The License shall automatically renew for renewal periods of five years each (“Renewal Term”) unless
either party gives written notice of the termination of this Agreement at least 180 days prior to the expiration of the Term or a Renewal Term.

Upon mutual agreement expressed in writing, the parties may terminate this Agreement at any time.

5. Notices. Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given (a) when hand delivered with a signed receipt or (b) when accepted or refused when sent postage prepaid by Certified Mail. Notices to Grantor shall be sent to Grantor at:

Howard Community College
Attention: Ms. Lynn Coleman
10901 Little Patuxent Parkway
Columbia, Maryland 21044
With a copy which will not be considered Notice to:

Michael S. Molinaro, Esquire  
Carney, Kelehan, Bresler, Bennett & Scherr, LLP  
10715 Charter Drive, Suite 200  
Columbia, Maryland 21044

Notices to Grantee shall be sent to Grantee at:

Ten Acres Business Trust  
Medical Arts Building  
11085 Little Patuxent Parkway, Suite 101  
Columbia, Maryland 21044  
Attn: Michael E. Silverman, MD

Either party, by written notice to the other, may change its address to which notices are to be sent.

6. **Superiority to Mortgages.** The parties hereto agree that should any of the Property be sold under a foreclosure of any mortgage or by deed in lieu of foreclosure of sale by a trustee in bankruptcy or other sales under distress, such sales or conveyances will be subject to this Agreement.

7. **Liability.** Grantee shall indemnify, defend, and hold harmless Grantor, its employees, officers and agents against liabilities, losses, damages, judgments, and expenses, including court costs and reasonable attorneys fees arising from injuries and/or property damage to person or property occurring or originating upon the Licensed Area, and arising out of the negligence or willful acts of Grantee, its employees, agents, or invitees.

8. **Insurance.** At all times during the Initial Term or any Renewal Term of this Licensee, Grantee will maintain the following insurance for activities within the License Area:

   A. Comprehensive General Liability Insurance – Liability Limits of One Million Dollars ($1,000,000.00) each occurrence and Two Million Dollars ($2,000,000) aggregate.

Subcontractors of the Grantee working on the licensed area shall maintain the following:

   A. Comprehensive General Liability Insurance – Liability Limits of One Million Dollars ($1,000,000.00) each occurrence and Two Million Dollars ($2,000,000) aggregate.

   B. Comprehensive Business Automobile Liability Insurance: Liability Limit of Five Hundred Thousand Dollars ($500,000.00), any one accident.

   C. Worker’s Compensation Insurance Statutory coverage, including, employer’s liability coverage with a limit of at least One Hundred Thousand Dollars ($100,000)
Grantee shall provide a certificate of insurance to the Grantor’s Department of Plant Facilities to evidence that the insurance is in effect. The policy must name Howard Community College and Howard County, Maryland as an additional insured and loss payee under the respective insurance policies as to the License Area. The certificates of insurance shall provide that the College shall be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or material change in such coverage. Grantee’s subcontractor must provide the certificates of insurance before commencing any work in the License Area.

9. **No Transfer of Interest.** Through this Agreement, the Grantor does not surrender any of its property rights nor does it acquiesce in any unpermitted use that could become the basis for a claim of adverse possession, prescriptive easement, or any similar type of claim against Grantor’s Property.

10. **No Assignment.** The Grantee shall have no right to assign its rights or obligations under this Agreement.

11. **Entire Agreement and Modifications; Exhibits.** This Agreement embodies and constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be altered, changed or amended except by an instrument in writing, executed by both parties hereto. Attached to and made a part of this Agreement are the following exhibits:

   EXHIBIT A Drawing Showing License Area and Landscaping Plan

12. **Applicable Law.** This Agreement shall be governed, construed and enforced according to the laws of the State of Maryland, without regard to principals of conflict of laws.

13. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14. **Recordation.** The parties agree that this Agreement may be recorded among the Land Records of Howard County, Maryland. Grantee shall bear all of the costs of recordation.

15. **Interpretation.** Whenever the context hereof shall so require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

16. **Severability.** If any immaterial provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
17. **Modification; Cancellation.** This Agreement may be modified or terminated only by a writing executed by each Owner and the holders of any mortgage or the beneficiaries of any deed of trust encumbering any of the affected Property and recorded among the Land Records of Howard County, Maryland.

18. **Waiver.** No delay or omission of any Owner in the exercise of any right occurring upon any default of the other Owner shall impair such right or be construed to be waiver of any subsequent breach of or default in the same or any other provisions of this Agreement. Exercise by an Owner, or the beginning of the exercise by an Owner, of any one or more of the rights or remedies provided for in this Agreement, now or hereafter existing at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such Owner of any other right or for such breach.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one instrument.

[remainder of page intentionally blank]
IN WITNESS WHEREOF, the parties hereto have executed under seal this Agreement as of the day and year first above written.

WITNESS:   GRANTOR

BOARD OF TRUSTEES
HOWARD COMMUNITY COLLEGE

_____________________________
By: __________________________(SEAL)
Name:
Title:

WITNESS:   GRANTEE

TEN ACRES BUSINESS TRUST, a Maryland business trust

By: Ten Acres Medical Center, LLC, Trustee

_____________________________
By: __________________________(SEAL)
Name:
Title:
STATE OF MARYLAND, COUNTY OF _____________________, to wit:

On this _____ day of __________________, 2009, before me, the subscribed, a Notary Public of the State aforesaid, personally appeared _______________________, the ________________ of Howard Community College, and s/he acknowledged the above Agreement to be the act of Howard Community College.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_______________________________________

My commission expires:_________________

STATE OF MARYLAND )
) SS: 
COUNTY OF _______________ )

On this _____ day of __________________, 2009, before the undersigned officer, personally appeared __________________ the ________________ of Ten Acres Medical Center, LLC, which is the Trustee of Ten Acres Business Trust, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of the Trustee on behalf of the Trust for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

___________________________________

Notary Public

My commission expires:_______________

[Notarial Seal]
ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the within Instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

___________________________________

Pamela McDade Johnson
Insert lender joinder and consent if necessary.
EXHIBIT A
DRAWING OF LICENSE AREA
AND LANDSCAPING PLAN

See attached.

P:\MSM\WPDATA\HCC Ten Acres_ Easement Clean.DOC
16 – Parking Lot F Expansion Fast Track Project

**Background:** In February 2008, the administration made the decision that the Grand Prix would be moved to another location and field would be converted to additional parking spaces. This decision was based on the extreme parking shortage due to exponential enrollment and the fact that the construction of the second parking garage at Hickory Ridge had been delayed due to funding. The administration considered that the expansion of parking lot F (Grand Prix field), located adjacent to the north entrance of the college and Little Patuxent Parkway, would bring much needed relief to the parking shortage. The expansion would provide approximately 300 additional gravel based parking spaces.

Since time is of the essence for this project to be completed for the fall semester of FY10, Howard County recommended the administration process this as a fast track project. Howard County also required the college to submit a paving waiver.

FSH Associates was contracted as the engineering firm for the preliminary drainage and storm water management obligation study required by the county. The purpose of the study was to develop conceptual solutions to the storm water obligations and obtain feedback from the college on the potential approaches to treat storm water runoff. A full storm water report per Howard County checklist was not yet included in the pricing of the contract.

After the initial study and discussions with the county, the administration realized that there were extensive plans to be done and a very short window to complete the project by August. FSH Associates was contracted to complete the geo tech investigation as a sole source due to its unique knowledge of the project and excellent rapport with the county.

The administration also contracted FSH's for the design of the project under sole source. Other services included:

- Address paving waiver comments
- Prepare and submit a grading permit plan
- Address grading plan comments
- Prepare grading plan application
- Redline revision for the existing pond modifications
Based on these actions, the following costs were incurred to fast track the project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fees $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conceptual Solutions for Storm Water Run-off</td>
<td>4,095</td>
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<tr>
<td>Geo-tech Study</td>
<td>7,946</td>
</tr>
<tr>
<td>Geo-tech Study Coordination Meeting with Engineer</td>
<td>330</td>
</tr>
<tr>
<td>Design Fee</td>
<td>18,660</td>
</tr>
<tr>
<td>HC Waiver Preparation</td>
<td>127.50</td>
</tr>
<tr>
<td>Soil Conservation District Requirements</td>
<td>1,712.50</td>
</tr>
<tr>
<td>Waiver Response &amp; Grading Permit Plan</td>
<td>15,000</td>
</tr>
<tr>
<td>Meetings</td>
<td>1,135</td>
</tr>
<tr>
<td>Reimbursable 10%</td>
<td>4,900</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>53,895</strong></td>
</tr>
</tbody>
</table>

Because of the fast-track nature of the project and due to contracted services being processed as individual items, it was only upon totally all items in the project that the administration noticed that the board of trustees approval limit had been surpassed. Many of above items were contracted separately and each time reviews were done by the county, additional requirements arose. The administration is now requesting approval of the above costs and also for approval of the construction phase, which is detailed below.

The construction administration services pending authorization include surveying, stakeout, and as built drawings for parking lot F, and storm drains as Task I. Field supervision and progress meetings assumed at 30 hours for budgetary purpose are Task II. (See table below for proposed fees)

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task I</td>
<td>18,900</td>
</tr>
<tr>
<td>Task II</td>
<td>3,300</td>
</tr>
<tr>
<td>Reimbursable Estimated at 10%</td>
<td>2,220</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>24,420</strong></td>
</tr>
</tbody>
</table>

All services are based on Howard County and State of Maryland requirements in order for the project to move forward to the construction phase.

Parallel to the above-mentioned services, Exploration Research, Inc. was solicited to provide final calculations for the stream channel between parking lot A and Duncan Hall determining lot F run-off. The calculations required by the county and state included protecting water quality and recharge practices from junction to the existing pond outfall, photo-documentation of existing channel conditions, and the summary of findings.

Based on Exploration Research’s unique knowledge of the project, the administration determined the company as a sole source #3, and authorized the design of a stream...
channel stabilization plan based on the parking lot A stream channel study, addressing
the channel erosion in the vicinity of the footbridge over the stream.
In compliance with Maryland State Department of Natural Resources requirements, the
administration also authorized Exploration Research to prepare the State’s Notice of
Intent (NOI) permit application, and the monitoring of discharge storm water associated
with construction activities for parking lot F, including required inspections after rainfall
of over 0.1 inch, with a minimum of one inspection per week for the estimated duration
of the project of eight weeks. To date, the following costs have been incurred for
Exploration Research:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fees $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stream Channel Run-off Calculations</td>
<td>4,975</td>
</tr>
<tr>
<td>Stream Channel Stabilization Plan</td>
<td>17,250</td>
</tr>
<tr>
<td>MD State Dept. of Natural Resources Requirement for Storm Water Discharge Submittal and Inspections and reimburseable expenses</td>
<td>5,500</td>
</tr>
<tr>
<td>Reimburseable expenses</td>
<td>2,770</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>30,495</strong></td>
</tr>
</tbody>
</table>

**Purpose:** To obtain board approval of FSH Associates, and Exploration
Research, Inc. as sole source providers for the parking lot F project
and to approve the fees involved for design and construction services

**Location:** Parking lot F

**Timeline:** Conceptual design began February 5, 2009 (FSH, Inc)
Meeting with Howard County February 11, 2009 (FSH, Inc)
Storm water run-off study February 20, 2009 (Environmental Research, Inc.)
Geo tech study began April 3, 2009 (FSH, Inc.)
Paving waiver issued April 8, 2009 (FSH, Inc.)
Stream channel stabilization plan May 4, 2009 (Environmental Research, Inc.)
NOI (Notice of Intent) permit to discharge storm water associated
with construction activities filed with MD state dept. of Natural Resources May 6, 2009 (Environmental Research, Inc.)

Construction Contract bid advertised on May 14th, with bid opening
on June 4th. Construction to begin at issuance of purchase order
and continue until completion, no later then August 10, 2009. Eight
weeks are estimated for the construction duration.
Specifications: Expansion of gravel parking lot F for a minimum of 300 additional spaces, and associated stream-channel stabilization.

Recommendation

The administration requests that the board of trustees approve:

Amount: not to exceed $53,895 design fees (FSH)
not to exceed $24,420 for construction administration (FSH)
not to exceed $30,495 design fees for associated run-off (Environmental Research)
$108,810 Total

Vendors: FSH Associates
Environmental Research, Inc.

Source of funds: Capital systemic budget

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.
17 – Painting Services

Background: In order to expedite small renovation projects the administration sought bids for painting services. The contract would be renewable on a year-to-year basis for a maximum of three years. The invitation to bid in March of 2009 was based on time and material markup. Prior to the bid opening, bidders were told that the bids would be evaluated by averaging the labor costs per hour for each one of the contract employees listed. In other trade bids, this process had resulted in the best possible price for the college. However, in this painting bid, the prices below were received.

By averaging these rates, Benaka would have won the bid. However, in most cases, it would only be expected that one supervisor would be on the job with several journeymen and apprentices. In addition, the mark up on the materials is high. Based on this analysis, the Benaka bid would not be the best price for the college. At this point, it is recommended that the college reject all bids. In the interim, the college may choose to get three quotes for the smaller projects until a new bid can be done.

In the future, all trade bids will not only include the cost per hour of labor, but the college will evaluate the bid on a sample job containing one supervisor and x number of journeymen and apprentices, with proposed materials to be marked up. The lowest cost using this methodology will determine the winning bidder.

Purpose: To obtain board approval to reject the painting contract bid

Timeline: Effective upon approval of the board of trustees

Specifications: Trade services for painting for all college areas, as needed

Bids:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Supervisor</th>
<th>Journey Man</th>
<th>Apprentice</th>
<th>Material Markup %</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benaka, Inc.</td>
<td>39.00</td>
<td>31.00</td>
<td>18.00</td>
<td>11</td>
<td>1</td>
</tr>
<tr>
<td>Polyzos Painting</td>
<td>45.00</td>
<td>30.00</td>
<td>15.00</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

Recommendation

The administration requests that the board of trustees reject all the bids at this time.

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.
18 – Fiscal Year 2010 Credit and Non-credit Schedule Printing

**Background:** Each year, the college’s public relations and marketing office solicits bids for the printing of the credit and noncredit class schedules (a total of eight editions). The schedules list and describe credit and noncredit classes that are offered during the semester and registration information. They are mailed to all Howard County residents prior to established registration and advising dates to assist students in registering and to market the college programs and classes. Bids were received from AFL, Engle, and Staples. AFL was the lowest bidder for credit printing and Engle was the lowest bidder for noncredit printing.

**Purpose:** To obtain board approval to award the printing of credit and noncredit schedule of classes

**Timeline:** FY10-the college will receive eight editions at dates specified by the bid. These dates will ensure that schedules will be received prior to registration and advising dates.

**Specifications:**

**Credit class schedules:**
112,000 for winter/spring, summer, revised fall editions; 15,000 advance fall edition, 8 x 10 ½", Cover, 70# white offset; text pages, 35# bright white newsprint, 4-color covers on all editions except advanced fall (2-color); text pages, black ink, Saddle stitch binding,

**Number of pages:**
- Winter/spring, 176 text pages, 4-page cover
- Summer, 112 text pages, 4-page cover
- Advanced fall, 104 text pages, 4-page cover
- Revised fall, 148 pages, 4-page cover

**Non-credit class schedules:**
120,000 for each of four editions, 5 7/8"x10 3/8", Cover, 70# or greater coated stock, text pages, 35# Premium 80 bright white newsprint, cover 1 and 4 bleeds all sides, covers 2 and 3 and all text pages bleed at top of each page, covers 1 and 4, 4-color; covers 2 and 3, black ink. Text pages black ink, with 1 PMS spot color throughout all text pages, Saddle stitch binding,

**Number of Pages:**
- Fall, 88 text pages, plus 4-page cover
- Winter, 80 text pages, plus 4-page cover
- Spring, 68 pages, plus 4-page cover
- Summer, 56 pages, plus 4-page cover
**Recommendation**

The administration requests that the board of trustees approve:

**Amount:** $110,030.75 plus up to $20,000 in additional funds to accommodate the printing of additional pages for credit schedules and $72,168.00 plus up to $15,000 in additional funds to accommodate the printing of additional pages for noncredit schedules.

**Vendor:** AFL Web Printing (credit)  
Engle Printing (noncredit)

**Source of funds:** FY10 public relations and marketing operating funds (credit) and FY10 continuing education and workforce development operating funds (noncredit)

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
19 a-j – Contract Renewals

**Background:** The items listed below are one-year extensions of existing contracts that were previously bid and approved by the board with an option to renew or, as in the case of Laurel College Center, a lease renewal.

a. **Security Services**

Purpose: To obtain board approval to extend the security contract  
Location: Main campus  
Timeline: FY10  
Vendor: Allied Security  
Amount: $1,112,125

b. **Waste Management Trash Removal Service**

Purpose: To obtain board approval for the college to continue with Waste Management for trash removal services based on the State of Maryland contract  
Location: Main campus  
Timeline: FY10  
Vendor: Waste Management  
Amount: $60,000

c. **Belmont Conference Center Heating Oil**

Purpose: To obtain board approval for Belmont to continue with Parker Fuel to obtain heating oil and cover fuel delivery charges for FY10  
Location: Belmont Conference Center  
Timeline: FY10  
Vendor: Parker Fuel  
Amount: $40,000

d. **Belmont Conference Center Propane Gas Delivery**

Purpose: To obtain board approval for Belmont to continue with Amerigas to cover propane gas delivery charges for FY10. Last summer, research was conducted to ensure that another vendor would not supply new tanks and gas at a more affordable rate. Amerigas remained the most cost effective option.  
Location: Belmont Conference Center  
Timeline: FY10  
Vendor: Amerigas  
Amount: $40,000
e. **Cellular Phone Contract**

**Background:** The college currently uses as its wireless provider for cellular phone service and some internet access for certain employees. While a portion of this expense is paid by the employee, this item represents the total that the college may be billed for the year. Howard Community College is allowed to purchase wireless service at a discounted rate off of the GSA federal supply schedule contract.

**Purpose:** To obtain board approval for the college to continue with Verizon for wireless service for FY10. Verizon Wireless has superior wireless coverage and the college has had a positive experience with the service and contract management. Additionally, the college has already made a significant investment in Verizon Wireless equipment for employees.

**Timeline:** FY10

**Vendor:** Verizon Wireless

**Amount:** Not to exceed $70,000

f. **Procurement Card Contract**

**Purpose:** To obtain board approval for the college to renew the contract for procurement cards with US Bank for employees to make purchases on behalf of the college.

**Timeline:** May 2009 – May 2010

**Vendor:** US Bank

**Amount:** $1,000,000

g. **Sodexo Management Agreement**

**Purpose:** To obtain board approval for the college to renew the contract for food service, which includes retail sales in the Café on the Quad, catering, and Starbucks, with Sodexo.

**Timeline:** FY10

**Vendor:** Sodexo

**Amount:** $275,000

h. **Administrative Software Service Agreement**

**Purpose:** To obtain board approval for the college to renew the software service agreement, technical support, and consulting services with Datatel to support its products.

**Timeline:** FY10

**Vendor:** Datatel Incorporated

**Amount:** $336,885

i. **Athletic Trainer Agreement**

**Purpose:** To obtain board approval for the college to renew the athletic trainer contract with MedStar Health. In 2004, the board approved
piggybacking off a contract between the Community College of Baltimore County (CCBC) and MedStar Health for athletic trainer services at all home contests and practices. In 2007, CCBC re-bid this contract and it was once again awarded to MedStar with two one-year renewal options. FY10 is the final year for this renewal. The college has been very satisfied with the services provided by MedStar, which effectively meet the needs of the college and its student athletes.

**Timeline:**
August 1, 2009-May 31, 2010

**Vendor:**
MedStar Health Organization

**Amount:**
$39,784.50

### j. Laurel College Center Lease

**Purpose:**
To obtain board approval for the college to renew the annual lease for the Laurel College Center with 312 Marshall Avenue Limited Partnership for FY10

**Timeline:**
FY10

**Vendor:**
312 Marshall Avenue Limited Partnership

**Amount:**
$373,917.39

### k. Audit Contract

**Purpose:**
To obtain approval to renew the auditor contract for the FY09 audit to be paid in FY10. In FY09, SB & Company completed the first year of the audit contract with the FY08 audit. The college administration is satisfied with the performance of the auditors. The bid amount for the college’s FY09 audit and standard related reports totaled $33,696. In addition, should any further work be requested by the college, an estimated fee of $1,872 was included in the bid.

**Timeline:**
Audit for FY09 to be paid in FY10

**Vendor:**
SB & Company

**Amount:**
not to exceed $35,568

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### Recommendation

The administration requests that the board of trustees approve the above items.

**Compliance:**
These items are in compliance with college procedure, Purchasing – 62.05.01.
20 – Audit Areas for Review

The audit and finance committee will be voting on this item at its May 18, 2009, committee meeting. Once the committee has a recommendation, the administration will forward it as soon as possible to the full board.
21 – Authorization for Board Chair to Approve on Behalf of Board until Next Regular Meeting

Background: The next regular meeting of the board of trustees will be held on August 26, 2009. Sometimes business transactions may require board approval during the summer when the trustees do not hold regular meetings. Rather than call a special board meeting to obtain a vote on items requiring board approval, it facilitates college business when the chair is authorized to act on behalf of the board of trustees.

Purpose: To obtain board approval for the board chair to approve items on behalf of the board during the summer to facilitate college business without calling special board meetings

Timeline: May 28 – August 11, 2009

Recommendation

The administration requests that the board of trustees authorize the chair to act on behalf of the board and execute any documents necessary to authorize any contracts and purchases until the next regular meeting in August. All action taken by the board chair during the summer will be ratified and confirmed at the August meeting of the board.

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01 and supported by board of trustees’ bylaws Article IV, Officers and their Duties and Article V, Meetings and Procedures.