REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”

STEVEN G. CHURCHWELL, DLA PIPER US LLP
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. SUMMARY OF REPORT</td>
<td>1</td>
</tr>
<tr>
<td>II. INDEPENDENCE AND SCOPE OF INVESTIGATION</td>
<td>3</td>
</tr>
<tr>
<td>III. BACKGROUND</td>
<td>4</td>
</tr>
<tr>
<td>IV. FINDINGS OF FACT</td>
<td>6</td>
</tr>
<tr>
<td>A. City College Administration and Organization</td>
<td>6</td>
</tr>
<tr>
<td>B. Recent Bond Measures</td>
<td>8</td>
</tr>
<tr>
<td>1. The 1997 Bond Measure</td>
<td>8</td>
</tr>
<tr>
<td>2. The 2001 Bond Measure</td>
<td>9</td>
</tr>
<tr>
<td>C. The Foundation Board &amp; the Coffee Shop Lease</td>
<td>10</td>
</tr>
<tr>
<td>D. The 2005 Bond Measure</td>
<td>11</td>
</tr>
<tr>
<td>1. The Bean Scene Signing Bonus</td>
<td>11</td>
</tr>
<tr>
<td>2. Phase II on November 2005 Ballot</td>
<td>14</td>
</tr>
<tr>
<td>3. Bay Area Motorcycle Training, Inc.</td>
<td>16</td>
</tr>
<tr>
<td>4. Super Crown Catering</td>
<td>17</td>
</tr>
<tr>
<td>5. November 2005 General Election &amp; Post-Election Events</td>
<td>18</td>
</tr>
<tr>
<td>V. APPLICABLE LAW</td>
<td>19</td>
</tr>
<tr>
<td>A. Disclosure Laws Applicable to Local Bond Measures in San Francisco</td>
<td>19</td>
</tr>
<tr>
<td>B. Misuse of Public Funds</td>
<td>21</td>
</tr>
<tr>
<td>1. Impermissible Uses of Public Funds in Connection with a Ballot Measure</td>
<td>21</td>
</tr>
<tr>
<td>2. Permissible Uses of Public Agency Funds in Connection with a Ballot Measure</td>
<td>23</td>
</tr>
<tr>
<td>VI. DISCUSSION</td>
<td>26</td>
</tr>
<tr>
<td>A. Reporting Violations</td>
<td>26</td>
</tr>
<tr>
<td>1. $20,000 Bean Scene Check</td>
<td>26</td>
</tr>
<tr>
<td>2. $10,000 Bay Area Motorcycle Training Check</td>
<td>27</td>
</tr>
<tr>
<td>B. Misuse of Public Funds</td>
<td>28</td>
</tr>
<tr>
<td>1. $20,000 Bean Scene Check</td>
<td>28</td>
</tr>
<tr>
<td>2. $10,000 Bay Area Motorcycle Training Check</td>
<td>29</td>
</tr>
<tr>
<td>VII. CONCLUSION</td>
<td>29</td>
</tr>
<tr>
<td>VIII. RECOMMENDATIONS</td>
<td>30</td>
</tr>
</tbody>
</table>
I.

SUMMARY OF REPORT

Rarely does an internal investigation achieve 100 percent voluntary cooperation from those persons whom the investigator wishes to interview. Because that benchmark was achieved in this case, the details surrounding the fundraising effort for Measure A are relatively complete. Those facts reveal a bond campaign that was compressed into little more than three months, with significant fundraising by City College employees who had received no formal training in the laws governing such campaigns, the targeting of College contractors for contributions and an unclear “accounts receivable” system for contract payments to the College. If there ever was an accident waiting to happen, this was it.

The proponents of California ballot measures tend to seek contributions from those who stand to benefit financially from the passage of the measure. This can lead to the criticism that such fundraising has the appearance of “pay to play.” One need only conduct a cursory review of each campaign statement (Form 460), Schedule A (contributions received) filed by Committee to Support Our City College – Yes On A (“2005 Campaign Committee”), to find numerous engineering firms, building trades and other construction businesses who could benefit from the proceeds of the bond. On the other hand, bond campaigns must be financed with private donations, so it is logical (and lawful) to seek contributions from those who support the College and its growth.

It is, therefore, somewhat surprising that the three City College contractors mentioned in the press articles that precipitated this report, were not in the construction business. Moreover, they did not stand to gain one penny from the proceeds of the Measure A bond. In fact, they were not paid any money at all by the College under their contracts. Rather, each was a lessee who paid the school. Two rented space outdoors, and the other a small space in an existing building. Each had little or no prior experience with contributing to ballot measure campaigns.

The Board of Trustees asked us to investigate whether any College contractor received a contract – or extension of an existing contract – in return for a contribution, a quid pro quo. The evidence does not support such a finding. In the case of both the Bean Scene and Bay Area Motorcycle Training, Inc., the proprietors were instructed by City College
contracting officers to pay a signing bonus under the terms of their respective contracts. This was an accepted and lawful practice. The contractors were directed by contracting officers of the College to make the checks payable to "Committee to Support Our City College." Both did as instructed, and we found no evidence that either had any intention of making a contribution to the campaign.

Contributions from relatives of the co-owner of Super Crown Catering present a different set of circumstances. The wife of the founder of the company, and the mother of the co-owner, both contributed to the campaign. We found no evidence of any intent to hide the true source of either contribution (e.g., all of them have the same last name). The issue is whether the timing of the contributions violated any laws, because of the close proximity to a contract extension to continue operating catering trucks on campus. We conclude it did not.

These findings place responsibility squarely on the two contracting officers at City College for the diversion to the Campaign Committee of the two signing bonuses owed to City College. What is especially troubling is that the Bean Scene check was returned on August 10, 2005, and less than three months later, another contract payment (from Bay Area Motorcycle Training) due the College was diverted to the Committee. Although we found no evidence of any coordination between these separate incidents, the fact that an apparent misuse of public funds could be discovered, corrected, and then occur again after such a short period, reveals a glaring lack of oversight of the College's involvement in fundraising from College contractors, literally from start to finish during the campaign. Also, although we did not conduct an in-depth review of the current system for processing lease payments owed to the College, it is apparent that a review of those procedures is needed.

So what violations of law occurred, if any? With regard to the Bean Scene, there was a disclosure violation of the Political Reform Act. The check from Mr. Nget was disclosed to the public by the committee on August 1, 2005, as having been made by the Bean Scene. The true source of the contribution was City College of San Francisco. In mitigation, the misreporting lasted less than a month. The mistake was discovered (due to the diligence of the committee's new counsel and Assistant Treasurer), the check was returned to Mr. Nget on August 10, 2005, and the change was reflected in the campaign statement filed on August 26, 2005 - all well before the November vote.
The misuse of public funds persisted for a longer period. Mr. Nget's check for $20,000 was received by the committee on April 22, 2005, and was the Committee's second contribution. (A previous contribution of $100 had been received three days earlier.) The only expenditure by the committee in the reporting period of January 1 through June 30, 2005, was $250 to pay the attorney who prepared the first campaign filing. Using the accepted "first in, first out" method of accounting, only $150 of the $20,000 check, would have been used for campaign purposes.

It does not appear that any of the remainder of the $20,000 was spent before being returned to Mr. Nget. Even if it was, it was used to conduct a poll for which the College could have paid lawfully out of its general funds. Any use of public funds for campaigning is a serious violation of law for which the responsible public officer may be personally liable. In mitigation, the funds were returned quickly to the College and the amount in question was very small. The misuse could more accurately be described as a temporary misdirection of public funds.

As for the $10,000 Bay Area Motorcycle Training check, it was diverted by a contracting officer of City College to the campaign fund in the "late period" only days before the November 2005 election. Again, the true source was City College. This fact was not formally disclosed to the voters until eighteen months later, in the July 2007 campaign statement of the committee. In addition, the contribution was commingled with other committee funds and spent on typical campaign expenses. In mitigation, the contributor informed the San Francisco Ethics Commission shortly after the election that his check was a lease payment to the College, and not a contribution to the 2005 Campaign Committee.

Our recommendations are set forth below.

II.

INDEPENDENCE AND SCOPE OF INVESTIGATION

The City College Board formed a subcommittee consisting of Board President Dr. Anita Crier and Board member John Rizzo to investigate the 2005 Bond Measure and the 2005 Campaign Committee ("Subcommittee"). City College retained DLA Piper on or about May 22, 2007, to conduct the investigation, which was approved by Board Resolution Nos. 070417-B1, 070510-B1, and 070628-B21 (Exhibits 34-37). City College is represented
by Jeffrey Sloan of Renne, Sloan, Holtzman & Sakai LLP (Renne Sloan). DLA Piper reported directly to Mr. Sloan at Renne Sloan.

DLA Piper was requested to proceed immediately with the investigation and to complete it expeditiously. DLA Piper was authorized to take whatever steps were necessary to promptly, thoroughly, professionally and independently investigate the matters identified in Board Resolution 070417-B1. Additionally, DLA Piper was asked to prepare this written report with a summary of the issues and facts, an analysis of the issues, a determination as to whether any violations of law or City College policy occurred and recommendations as appropriate.

DLA Piper was given full discretion to determine the investigative approach, identify and interview appropriate witnesses and gather appropriate documents. DLA Piper does not have subpoena power. City College requested a neutral, objective investigation and in no way dictated or suggested any particular outcome or approach to the investigation.

DLA Piper attorneys Steven Churchwell and Rajiv Dharnidharka conducted all interviews, reviewed documents and prepared this report. DLA Piper interviewed 19 people (see List of Persons Interviewed – Exhibit 38) and reviewed approximately 100,000 pages of documents including, without limitation, all discovery produced to the San Francisco District Attorney’s Office; campaign filings; committee notes, email, minutes, agendas, and fundraising spreadsheets; City College contracts in effect in 2004, 2005 and 2006; Requests for Proposals; Invitations to Bid; Board notes, email, minutes and agendas; and news publications. A list of San Francisco Chronicle articles reviewed in connection with this investigation is attached as Exhibit 39. DLA Piper met with the Subcommittee once during the investigation to discuss the report’s progress and expected completion date.

III.

BACKGROUND

California’s community colleges provide instruction to about 1.6 million students (fall 2007 enrollment data) at 109 colleges operated by 72 locally governed districts throughout the state. The state’s Master Plan for Higher Education and various statutes charge the community colleges with carrying out a number of educational missions. The system offers associate degrees in academic and occupational programs, as well as pre-
collegiate basic skills instruction. Based on agreements with local school
districts, some districts also offer a variety of adult education programs. In
addition, many community colleges have established programs intended to
promote regional economic development.

Community colleges have four main sources of funding. The State budget
for fiscal year 2007-08 included $4.2 billion in General Fund support and
about $2 billion in local property tax revenue. Fee revenue from students
provided an additional $282 million. Finally, community colleges may also
receive state and local bond revenues. State bond funding, for example,
was approved by the voters in November 2006 in the form of Proposition
1D, which allocated $1.5 billion in funds to community colleges. The 2007-
2008 State budget included $546.6 million of these funds for 67 community
college capital projects (35 new and 32 existing), as selected by the
Governor and the Legislature. The projects include new classrooms,
laboratories and library space; renovations and replacement of buildings;
campus infrastructure; and seismic-related improvements.

As is most relevant for this report, a local community college district – such
as City College of San Francisco ("City College") – may finance school
infrastructure projects (or supplement other funding sources) by issuing
general obligation bonds. These bonds require the approval of 55 percent
of the voters in the district. The bonds are paid off by taxes on real property
located within the district. Such bond measures must include: (1) a
provision that the bond proceeds will be used only to acquire school
facilities and equipment; (2) a list of specific school facilities projects to be
funded along with a certification of need by the school district; and (3) a
requirement of annual independent financial and performance audits, until
all of the proceeds have been used, to ensure proceeds are spent only on
the projects listed in the local measure.

Most infrastructure projects at community colleges involve a mixture of state
and local funding. For example, a new City College Chinatown/North
Beach satellite campus will consist of two new buildings: a 13-story tower
at the northeast corner of Kearny and Washington streets, and a 5-story
building at Columbus and Washington. The projected cost of the campus is
$137 million. $48 million would be covered by State funding, and $74
million would come from three local bond measures passed by San
Francisco's voters in 1997, 2001 and 2005, and described more fully below.
City College of San Francisco has approximately 100,000 students enrolled (full and part time) at its 11 campuses. In 1997, City College received a small portion the proceeds from a bond that benefited both local K-12 schools and City College. In 2001, voters by a wide margin approved a $195 million bond measure for City College. The "Proposition 'A' Education Facilities Improvement" bond measure did not include all of the funds needed for the planned projects, because College officials and their political and campaign advisors believed that voter approval of such a large bond was unlikely.

Thus, in the spring of 2005, officials at City College began discussions about placing Phase II yet another bond before San Francisco's voters. In anticipation of the need for funding, City College Chancellor Philip Day directed that two members of his management team open a political committee and bank account. This was accomplished on April 19, 2005.

A delegation from the College met in early August in the San Francisco Mayor's office. During that meeting, it was determined that the November 2005 ballot would afford the bond measure the best chance of passing. One week later, on August 10, 2005, City College's Board of Trustees voted to put the Phase II bond on the November 8, 2005, ballot. The bond, totaling $246.3 million, dedicated its proceeds to building a performing arts center and a bio/stem cell technology center, among other uses.

IV.

FINDINGS OF FACT

A.

City College Administration and Organization

1. Dr. Philip R. Day, Jr. ("Dr. Day" or "Chancellor Day") joined City College as its Chancellor in September of 1998. This is his fourth role as a chancellor or president of a community college. He has over 26 years of experience in these roles. He has testified before the United States Congress regarding community college programs.

2. Dr. Natalie Berg was elected to the City College Board of Trustees ("Board") in November of 1996. She has been a member of the Board since then. She served as President of the Board in 1997, 2001 and 2006. She also is Regional Vice-President of Forest City Development.
3. Lawrence Wong, Esq. was elected to the Board of Trustees in 1994. He has been a member of the Board continuously since that time. He served as President of the Board in 1996, 1999 and 2004.

4. Peter Goldstein is the Vice Chancellor of Finance & Administration for City College. He is one of four vice chancellors for City College. He is responsible for Administrative Services, Budget and Finance, Buildings and Grounds, Business Services, Employee Relations, Human Resources, Risk Management, Information Technology, Facilities Planning and Construction. Mr. Goldstein reports directly to Chancellor Day. He has no direct relationship with the Board. He first came to City College in 1992 as its Chief Financial Officer.

5. Stephen Herman is the Chief Administrative Services Officer for City College. He has held this position since 1992, although his official title has changed. Mr. Herman reports directly to Vice Chancellor Goldstein. Mr. Herman supervises the creation of requests for proposals and the award of many contracts. The following departments report to Mr. Herman: Contract Processing, Mail Services, Foundation, Accounting, Real Estate, Parking Fund, Lab Aid Funds, Procurement and Book Store Auxiliary. Mr. Herman has been with City College since the early 1970s. He began working in City College administration in the 1980s.

6. James Blomquist is the Associate Vice Chancellor for Facilities Planning and Construction. Initially, Mr. Blomquist was retained by City College as a consultant in late 2001 or early 2002 to advise City College on the Mission Campus construction project. His background is in construction management. He was hired full time by City College as an employee in or around spring 2004 to supervise facilities planning and construction. His role developed into a new position, Associate Vice Chancellor for Facilities Planning and Construction. He reports directly to Vice Chancellor Goldstein.

7. John Bilmont is the Chief Financial Officer for City College. Mr. Bilmont was promoted to this role in or around February 2007. He was Interim Chief Financial Officer from about May 2005 until his promotion. Previously, he served as Controller for City College from April 2000 until May 2005. He reports directly to Vice Chancellor Goldstein.
8. Dr. Ronald Lee, J.D., Ph.D. is General Counsel for City College. He has served in this capacity since the early 1990s. He is the first and only "in-house" General Counsel to City College. He advises City College trustees and employees on a variety of legal topics.


10. Johnnie Carter was appointed to the Board of Trustees of City College in March 2001. He was elected to a full four-year term in 2002 and served as Vice President of the Board in 2002 and 2006.

11. The current organizational charts for City College are attached as Exhibit 1.

B.

Recent Bond Measures

12. In the past decade, City College has participated in the campaigns for, and received proceeds from, three local bond measures: 1997, 2001 and 2005.

1.

The 1997 Bond Measure

13. City College had a limited role, if any, in the management of the 1997 bond measure, which was used primarily to raise funds for the San Francisco Unified School District.

14. City College received approximately $50,000 from the proceeds of the 1997 Bond Measure.

15. The San Francisco Unified School District Board managed the 1997 Bond Measure campaign.

16. Of the current Board and City College staff, only Dr. Berg, Mr. Wong, Mr. Goldstein and Mr. Rodis had any involvement in the 1997 Bond Measure.
2.

The 2001 Bond Measure

17. In 2000 or 2001, City College met with then San Francisco Mayor Willie Brown to discuss a large bond measure for City College to pursue on its own, apart from the Unified School District.

18. Based on the Mayor's recommendation, City College decided to split its bond measure into two phases, Phase I in 2001 ("2001 Bond Measure") and Phase II at a later, yet undetermined, date. The Mayor's advice was that the voters were unlikely to pass a single ballot measure that included all of the bonded debt that City College was authorized to issue.

19. Members of the City College Board of Trustees created a separate political committee to promote the 2001 Bond Measure ("2001 Campaign Committee").

20. The 2001 Campaign Committee directors were Dr. Day, Dr. Berg, Mr. Wong, Mr. Ramos, Mr. Goldstein and Mr. Herman.

21. Dr. Lee provided information concerning campaign finance law, proper use of public funds, and other related topics to the 2001 Campaign Committee in the form of memoranda, email and presentations. A representative memorandum of Mr. Lee's advice to the 2001 Campaign Committee is attached as Exhibit 2.

22. The 2001 Campaign Committee also retained Jim Sutton of Nielsen, Merksamer, Parrinello, Mueller & Naylor, LLP ("Nielsen Merksamer") as legal counsel, and Robert Barnes and John Whitehurst of Barnes Mosher Whitehurst Lauter & Partners ("BMWL") as campaign advisors.

23. Nielsen Merksamer provided City College with a memorandum entitled "Do's And Don'ts For City College Officials And Employees In Connection With November 2001 Bond Measure Campaign." A copy of the memorandum is attached as Exhibit 3.

24. The 2001 Bond Measure passed and raised approximately $195 million in bond funding for City College.

25. Neither City College, the Board, nor anyone else set a timeline for Phase II prior to passage of the 2001 measure.
26. The use of funds raised for the 2001 Bond Measure is monitored by a steering committee.

C.

The Foundation Board & the Coffee Shop Lease

27. The Foundation of City College of San Francisco is a non-profit organization, tax-exempt under Section 501(c)(3) of the Internal Revenue Code. The Foundation raises gifts and other funds for City College.

28. During 2004, City College asked the Board of Directors of the Foundation to develop corporate sponsorship programs similar to those at East Coast colleges.

29. A small commercial space owned by City College at the corner of 4th Street and Mission Street, and connected to the Educated Palate restaurant became vacant. City College intended to lease this space in or around December 2004, following City College’s Request for Proposals process, as a coffee shop (“Coffee Shop Lease”).

30. Chancellor Day asked Foundation Board members Lee Gregory, Stephen Mittel and Will Weinstein (“Coffee Committee”) to find a “commercial partner” for the coffee shop project.

31. The Coffee Committee approached Starbucks as part of the Corporate Sponsorship Program to submit a proposal on the Coffee Shop Lease.

32. Starbucks declined the Coffee Committee’s request.

33. The Coffee Committee next approached Peet’s Coffee & Tea (“Peet’s”).

34. Peet’s showed interest in the Coffee Shop Lease.

35. The Coffee Committee worked diligently with representatives of Peet’s on the details of a lease.

36. The Coffee Committee and the Peet’s representatives were aware that the Coffee Shop Lease would be awarded pursuant to a competitive Request for Proposal (“RFP”) and not through sole sourcing.
37. The RFP had a deadline for submission of proposals of February 9, 2005.

38. Three businesses submitted proposals for the Coffee Shop Lease: Peet’s, Bean Scene and Latte Express.

39. After the proposals were opened and ranked, the lease was awarded to the Bean Scene. A copy of the Coffee Shop Lease is attached as Exhibit 4.

40. The Bean Scene proposal included a $10,000 “signing” bonus and another $100,000 bonus paid over ten years at $10,000 per year. As a result, Bean Scene was to pay $20,000 in 2005 to the Chancellor’s Discretionary Fund.

41. After the Coffee Shop Lease was awarded to Bean Scene, City College retained Macias Gini & Company LLC (“Macias”) to perform an evaluation of the Coffee Shop Lease RFP and award process.

42. Macias delivered a written report to City College on or about August 5, 2005, a copy of which is attached as Exhibit 5 (“Evaluation Report”).

43. On or about September 21, 2005, the Coffee Committee Board members Lee Gregory, Stephen Mittel and Will Weinstein resigned from the Foundation Board.

D.

The 2005 Bond Measure

1.

The Bean Scene Signing Bonus

44. In March or April of 2005, because additional construction funding was needed, Chancellor Day began to consider the launch of Phase II of the bond campaign that began with the 2001 Bond Measure for the statewide June Primary or November General election.

45. Dr. Day considered reserving the $20,000 Bean Scene signing bonus, earmarked for the Chancellor’s Discretionary Fund, in a separate temporary City College account, to be used for political polling. His understanding of campaign finance law was that a public
institution could spend its general funds on polling to ascertain voter sentiment toward a future ballot measure.

46. In April of 2005, Mr. Herman and Mr. Goldstein were directed by Chancellor Day to open a political committee in which to temporarily deposit the $20,000 payment from the Bean Scene to City College. He wanted those funds to be used to conduct a poll of voter sentiment about the upcoming bond campaign to be conducted as soon as possible. He believed that City College funds could be used to conduct the poll, but thought that if they were deposited in the College’s primary bank account, it would be difficult or impossible to expend them for that purpose.

47. Through a referral from a Sacramento lobbyist known by Mr. Goldstein, Dale F. Shimasaki, the College retained San Francisco attorney Steven Ngo in early April 2005 to create the “Committee to Support Our City College” (“2005 Campaign Committee” or “Committee”). A copy of the Committee’s statement of organization (Form 410) is attached as Exhibit 6.

48. Mr. Goldstein was listed as the Committee’s Treasurer on the Statement of Organization. Mr. Herman was listed as the Assistant Treasurer.

49. In the two earlier bond campaigns, the campaign consulting firm had been hired first, and it subsequently had recommended a law firm to set up the committee.

50. In April of 2005, Mr. Goldstein opened a bank account at Wells Fargo for the Committee (“Initial Campaign Account”) with an initial deposit of $100, using his own personal check.

51. The Bean Scene proprietors, Vannarith and Amy Nget, came to the College on April 21, 2005, to pay the signing bonus and the first year’s bonus. Mr. Nget brought his checkbook. They met with Mr. Herman who instructed them to make the $20,000 bonus check payable to “The Committee to Support Our City College.” Mr. Nget wrote out the check, which lists him as the payor. On the check’s “Memo” line, Mr. Nget wrote “Signing Bonus CCSF.” A copy of Mr. Nget’s check is attached as Exhibit 7.

52. City College representatives then deposited the $20,000 check into the Committee’s bank account. It was the second deposit.
53. Mr. Ngo disengaged as attorney for the Committee on May 16, 2005. A copy of Mr. Ngo’s disengagement letter is attached as Exhibit 8. Mr. Herman informed him that the Committee was switching to the Sutton Law Firm.

54. The Committee re-engaged Mr. Ngo temporarily in July 2005 for the limited purpose of filing forms for the 2005 Campaign Committee and later to research potential uses, if any, of public (City College) funds for polling.

55. On or about July 29, 2005, Mr. Ngo sent a Notice to Major Contributors form letter to the Bean Scene. State Law requires political committees to send a notification to any contributor of $5,000 or more, explaining that the contributor may have filing obligations as a “Major Donor.” A copy of this letter is attached as Exhibit 9.

56. Mr. Ngo prepared the Committee’s Form 460 for the January 1, 2005, through June 30, 2005, time period. A copy is attached as Exhibit 10.

57. On or around August 4, 2005, Mr. Ngo concluded that City College funds could not be used for general political activity, but only specific, narrow purposes such as polling. A copy of Mr. Ngo’s August 4, 2005, email memo is attached as Exhibit 11.

58. The Committee retained the Sutton Law Firm as counsel for the Committee in early August 2005. At about the same time, the Committee also appointed Tim Wolfred, a former member of the City College Board of Trustees, as Treasurer to replace Peter Goldstein.

59. The Sutton Law firm amended the Committee’s Statement of Organization (Form 410) on August 26, 2005, to name Tim Wolfred as Treasurer. It also listed one of its attorneys as Assistant Treasurer, replacing Steve Herman. A copy of the amended Statement of Organization (Form 410) is attached as Exhibit 12.

60. As part of the Sutton Law Firm’s normal intake procedures for a new client that is an existing political committee, it carefully reviewed the Committee’s bank statements and “back up” documents (e.g., copies of checks and invoices). Although Mr. Nget’s check was made payable to the Committee, the Sutton Law Firm noticed that the memo line on the check stated “Signing Bonus CCSF.” This seemed
to attorneys at the firm to be inconsistent with a political contribution. After further investigation, the Sutton Firm recommended to the Committee that the check be refunded to Mr. Nget immediately.

61. On August 10, 2005, the Committee refunded $20,000 to Mr. Nget, who wrote a new $20,000 check payable to “City College of San Francisco” on the same day. Copies of the two checks are attached as Exhibits 13 & 14.

62. The refund of the contribution was reflected on the next campaign statement filed by the Committee on August 26, 2005.

63. During the period between July 1, 2005, and September 24, 2005, the 2005 Campaign Committee spent approximately $25,000 on polling. A copy of the Committee’s "Recipient Committee Campaign Statement" (Form 460) for the period July 1, 2005, through September 24, 2005, is attached as Exhibit 15.

2.

Phase II on November 2005 Ballot

64. On or about July 1, 2005, Board President Rodis sent a memorandum to fellow board trustees Dr. Berg, Mr. Carter and Mr. Wong regarding their appointment to the Steering Committee for the Planning of the 2006 Phase II Bond Campaign. The committee also included Dr. Day, Mr. Goldstein, Mr. Herman, and Dr. Alysson Satterlund, Special Assistant to Dr. Day. A copy of this memorandum, as well as an August 2, 2005, update are attached as Exhibits 16 and 17.

65. On or about August 3, 2005, members of City College met with the Mayor of San Francisco, Gavin Newsom, in the Mayor's office to discuss when Phase II should be on the ballot. Representing City College at the meeting were: Dr. Berg, Dr. Day, Mr. Goldstein and Mr. Rodis. Steve Kawa, the Mayor’s Chief of Staff, also was present.

66. At this meeting, the Mayor recommended that Phase II be placed on the November 2005 ballot, leaving approximately 90 days to conduct the entire campaign. This was the first time that Phase II was proposed for the November 2005 ballot.

68. The City College Board held a special meeting on August 10, 2005, to vote whether Phase II should be on the November 2005 ballot.

69. The item passed 5-2.

70. City College met the filing deadline for the November 2005 election.

71. The Board of Trustees held a retreat on August 11, 2005. One of the topics discussed was Phase II being on the November 2005 ballot.

72. The 2005 Campaign Committee retained Barnes Mosher Whitehurst and Lauter ("BMW") as campaign consultants. A copy of the contract is attached as Exhibit 18.

73. The 2005 Campaign Committee retained Nichelle Lyons of Lyons & Associates as fundraising consultant. A copy of the agreement is attached as Exhibit 19.

74. The 2005 Campaign Committee developed a budget with a fundraising goal of approximately $450,000.

75. The Foundation Board committed $75,000 to the 2005 Campaign Committee.

76. The San Francisco Community College District Bookstore Auxiliary, an educational nonprofit organization, committed $25,000 to the 2005 Campaign Committee.

77. Mr. Herman had received a legal opinion from Curiale Dellaverson Hirschfeld and Kraemer LLP stating that the Bookstore Auxiliary could contribute to the Committee.

78. The 2005 Campaign Committee met regularly in the offices of Forest City Development to discuss fundraising and strategy.

79. The 2005 Campaign Committee obtained lists of City College contractors and vendors from City College officers and employees, which are public records, and targeted vendors for donations.
3.

Bay Area Motorcycle Training, Inc.

80. Bay Area Motorcycle Training, Inc. ("BAMT") has been in existence for 13 years.

81. Samuel Lepore has owned BAMT for seven years and has been a motorcycle instructor for BAMT for nearly nine years.

82. BAMT has operated a motorcycle school in a City College parking lot since 1999, but temporarily relocated to Candlestick Park during renovations of the lot.

83. Motorcycle schools must be licensed by the California Highway Patrol ("CHP").

84. The CHP grants a limited number of motorcycle school licenses, based in part on geography and need.

85. The BAMT license to operate from the CHP is approximately coterminous with its City College lease.

86. BAMT most recently renewed its lease with City College in November 2005.

87. James Blomquist negotiated the lease with BAMT on behalf of City College.

88. After negotiating the terms of the BAMT lease renewal, Mr. Blomquist asked Mr. Lepore to pay $10,000 of the lease payments as an advance. Requesting such advances is common at City College for leases, and the practice dates back five years or more. Mr. Blomquist asked Mr. Lepore to make the check out to the 2005 Campaign Committee.

89. The payment to the 2005 Campaign Committee was memorialized in a Memorandum of Understanding, dated November 4, 2005. A copy of the MOU is attached as Exhibit 20.

90. BAMT paid $10,000 to the 2005 Campaign Committee. A copy of the check is attached as Exhibit 21.

91. The Sutton Law Firm received and processed the BAMT check. As part of the process, the Sutton Law Firm sent Mr. Lepore a letter on
or about November 26, 2005, asking Mr. Lepore to file a *Major Donor Report* (Form 461) for the BAMT payment to the 2005 Campaign Committee.

92. Mr. Lepore called the Sutton Law Firm on or about November 28, 2005, and stated that he was *not* a donor to the 2005 Campaign Committee, but instead had made an advance payment toward the BAMT lease of the City College parking lot.

93. In an abundance of caution, Mr. Lepore decided to submit a *Major Donor Report* to the San Francisco Ethics Commission ("Ethics Commission").

94. On or about November 30, 2005, the Ethics Commission phoned Mr. Lepore regarding the Major Donor Report and informed him of a potential $10,000 fine, because he had failed to file a *Late Contribution Report* (Form 497) in a timely manner.

95. Mr. Lepore responded to the Ethics Commission, indicating that he did *not* make a political contribution to the 2005 Campaign Committee, but filed the Form 481 as a courtesy.

96. The Ethics Commissions asked Mr. Lepore to send a letter detailing the BAMT lease payment.

97. Mr. Lepore drafted and sent a letter to the Ethics Commission on or about December 1, 2005.

98. There is no record that the Ethics Commission ever responded to Mr. Lepore or contacted the 2005 Campaign Committee.

99. On April 10, 2007, the 2005 Campaign Committee repaid BAMT $10,000 and BAMT paid City College $10,000. A copy of the check from BAMT to City College is attached as Exhibit 22.

4.

**Super Crown Catering**

100. Super Crown Catering ("Super Crown") has sold food out of trucks on City College campuses for over a decade.

101. In August of 2005, Michael Franco of Super Crown approached City College to request an early renewal and extension of Super Crown’s
catering contract with City College, because Super Crown was considering closing its City College operation at the end of its lease and pursuing another business venture.

102. Super Crown’s then current lease would have expired in December 2006.

103. City College informed Super Crown that the lease could only be extended through a competitive RFP process and that, as a result, Super Crown could lose its City College operation.

104. Super Crown informed City College contracting officials that it would participate in the competitive RFP process.

105. City College requested proposals for the catering lease due August 26, 2005 (after a two-week notice period).

106. As a standard term, bidders must satisfy several technical and health safety requirements.

107. Only one bid was received, the Super Crown bid.

108. It is common for City College to only receive one bid on contracts of this nature, involving technical and health safety requirements.

109. Super Crown was awarded the contract on September 29, 2005. A copy of the contract is attached as Exhibit 23.

110. Two members of Michael Franco’s immediate family, Sigrun Franco donated $10,000 and Mrs. G. Franco donated $20,000 to the 2005 Campaign Committee on October 11, 2005. A copy of the Schedule A from the relevant Form 460 is attached as Exhibit 24.

111. The Sutton Law firm assisted the Francos in preparing their Major Donor Reports.

5.

November 2005 General Election & Post-Election Events

112. The 2005 Bond Measure passed on November 7, 2005.

113. City College raised approximately $248.3 million in bond funding.
114. On or about July 7, 2006, the Sutton Law Firm filed a **Statement of Termination** for the 2005 Campaign Committee. A copy is attached as Exhibit 25.

115. On or about March 2, 2007, the Sutton Law Firm filed an amended Form 410 to re-open the 2005 Campaign Committee. The purpose was to raise additional funds to make payments that were not expected at the time of termination. A copy is attached as Exhibit 26.

116. On April 6, 2007, Lance Williams authored an article in the *San Francisco Chronicle* titled, "College Diverted Funds to Campaign." A copy is attached as Exhibit 27.

117. Several additional articles were later published. Copies are attached as Exhibits 28-33.

118. The Board of Trustees of City College retained DLA Piper US LLP to conduct this investigation on or about May 22, 2007. Copies of the relevant Board Resolutions and engagement letter are attached as Exhibits 34-37.

V.

**APPLICABLE LAW**

This investigation focused on whether City College, or any of its employees, agents or contractors, violated any laws applicable to bond elections benefiting a public institution. We describe the relevant laws in this part under two sub-headings: campaign finance disclosure laws and misuse of public funds.

A.

**Disclosure Laws Applicable to Local Bond Measures in San Francisco**

California has a long and storied history in regulating the use of private funds in elections. In 1893, the California Legislature enacted the "Purity of Elections" law. The law proscribed corrupting influences in elections, including bribery, coercion and voter fraud. It also required that candidates publicly disclose their campaign contributions and expenditures in detailed financial statements.
In 1911, the initiative, referendum and recall were added to the California Constitution. These “ballot measures” as they are collectively known, have always played an important role in matters of public policy. In 1921, the Legislature added ballot measures to the Purity of Elections Law.

In 1974, in the wake of Watergate, the voters enacted Proposition 9, known as the Political Reform Act (“PRA”). The PRA created an independent state agency, the Fair Political Practices Commission. The Commission is responsible for interpreting the PRA, and shares enforcement responsibilities with state and county prosecutors. Private persons may enforce the PRA in a civil action, under certain limited circumstances.

With regard to ballot measures, the courts have held that contribution limitations generally are unconstitutional. Therefore, timely disclosure of contributions and expenditures is the primary focus of the PRA with regard to such measures. These requirements are detailed in Chapter 4 of the PRA. Once a group receives $1,000 or more in contributions supporting (or opposing) a ballot measure, it must file a Statement of Organization (Form 410) with the California Secretary of State, listing its purpose, its officers and a treasurer. It then must file periodic financial reports (Form 460). In the case of the political committee established to support the 2005 bond measure benefiting City College, these reports were filed with the San Francisco Ethics Commission. The various schedules attached to the 460 detail contributors of $100 or more to the committee, loans received, non-monetary or “in-kind” contributions, expenditures and unpaid bills (known as “accrued expenses”).

The 2005 Campaign Committee was classified as a “Primarily Formed Committee,” because its sole purpose was to secure the passage of the bond measure. Thus, during 2005, it was required to file a semi-annual report covering the first half of the year, two pre-election reports and a report covering the period from 17 days before the November 8, 2005, election through the end of the year.
B. Misuse of Public Funds

1. Impermissible Uses of Public Funds in Connection with a Ballot Measure

It is a fundamental precept of California law that public funds must be expended for public purposes. An expenditure is deemed made for a public purpose when its purpose is to benefit the public interest rather than private individuals or private purposes. Once a public purpose is established, the expenditure still must be authorized by law. A public official possesses only those powers that are conferred by law, either expressly or impliedly.

Education Code section 7054(a) provides:

"No school district or community college district funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the district."

Education Code section 7054 was enacted in 1977, in the wake of a landmark decision of the California Supreme Court, Stanson v. Mott (1976) 17 Cal.3d 206. In Stanson, the Court examined the expenditure of public funds by the State Department of Parks and Recreation to promote the passage of a statewide bond measure. The Supreme Court held that "in the absence of clear and explicit legislative authorization, a public agency may not expend public funds to promote a partisan position in an election campaign." (Id. at pp. 209-210.)

Reviewing cases from other jurisdictions, the court noted a "uniform judicial reluctance to sanction the use of public funds for election campaigns [resting on] an implicit recognition that such expenditures raise potential serious constitutional questions. Any public official who, in good faith,
authorizes the improper expenditure of public funds for campaign purposes may be held personally liable to repay such funds only if he failed to exercise due care in permitting the expenditure. (Id. at pp. 223-227.)

The Court declared that it is "[a] fundamental precept of this nation's democratic electoral process ... that the government may not 'take sides' in election contests or bestow an unfair advantage on one of several competing factions." (Id. at p. 217.)

The Court also stated:

"Numerous considerations may be relevant to the determination of whether a public official has acted with due care or not. For example, a court may consider whether the expenditure's impropriety was obvious or not [citation], whether the official was alerted to the possible invalidity of the expenditure [citations], or whether the official relied upon legal advice or on the presumed validity of an existing legislative enactment or judicial decision in making the expenditure [citations]." (Id. at p. 227.)

Courts have recognized the Legislature's intent to hold public officers especially accountable. Those "who either retain custody of public funds or are authorized to direct the expenditure of such funds bear a peculiar and very grave public responsibility, and ... courts and legislatures, mindful of the need to protect the public treasury, have traditionally imposed stringent standards upon such officials." A taxpayer action will lie to enjoin a public entity from expending funds or using public resources for partisan political purposes, and public officials who cause the expenditure of public funds for such purposes, including advocating the passage of a bond measure, may be held personally liable, if they are found to have acted negligently. (Id. at p. 210.)


The prohibition on expenditures of public "funds" also applies to non-monetary public resources and public property. (See Educ. Code § 54964(b)(3) [defining "expenditure"]; Educ. Code § 7054 [expressly
including "services, supplies, or equipment"; *People v. Battin* (1978) 77 Cal.App.3d 635, 650 [use of county staff and services for political campaigning constitutes misappropriation of "public moneys" under Penal Code section 424]; *People v. Sperti* (1976) 54 Cal.App.3d 640, 661 [use of county car to transport political candidate is misappropriation of public moneys]; see also 58 Ops.Cal.Atty.Gen. 546, 551 (1975) [use of clubhouse or telephone bank to promote or oppose candidate or ballot measure constitutes reportable campaign expenditure under Political Reform Act of 1974].

2.

**Permissible Uses of Public Agency Funds in Connection with a Ballot Measure**

It is a common misconception that a public agency in California may spend absolutely no funds in support of a ballot measure that will have an impact on its operations. The prohibition against using public resources for political campaigns does not, for example, prevent a public agency from publicly endorsing or opposing a particular ballot measure in which the agency has an interest or expertise. (*League of Women Voters v. Countywide Crim. Justice Coordination Com.* (1988) 203 Cal.App.3d 529, 560 [public agency’s "simple decision ... to go on record with such an endorsement in no event entails an improper expenditure of public funds"]; see also *Choice-in-Education League v. Los Angeles Unified School Dist.* (1993) 17 Cal.App.4th 415, 430-431). A public agency is allowed to draft ballot measures affecting the agency's legitimate interests (*League of Women Voters*, supra, 203 Cal.App.3d at p. 550; 88 Ops.Cal.Atty.Gen. 46, 48-50; 73 Ops.Cal.Atty. Gen. 255, 261-264). Further, the rule against misuse of public funds does not bar a local agency from providing the public with a fair, accurate and impartial assessment of a ballot measure’s possible effects on that agency. (Gov. Code § 54964(c).)

A governmental entity seeking the issuance of bonds is permitted to retain the services of financial advisers, bond counsel, underwriters, underwriter’s counsel, financial printers, feasibility consultants and other professionals. (Gov. Code § 16851(j); see also, Educ. Code § 15145.) Education Code section 7054 does not prohibit the expenditure of public resources for informational activities with regard to a ballot measure, so long as "[t]he information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure." (Educ. Code § 7054(b)(2).)
A public agency may:

1. Draft a ballot measure in which it has a legitimate interest.

2. Go on the record supporting or opposing a measure.

3. Use public resources to objectively analyze a ballot measure’s impact on the agency. The results of the analysis may then be made available to newspapers, advocacy groups and others. Indeed, it would be against the public interest to prohibit knowledgeable public agencies from disclosing relevant information about a measure to the public. The materials produced must present a fair and balanced overview of the relevant facts concerning the measure. And the presentation should include all the consequences, both good and bad of the measure.

   "The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure." (Educ. Code § 7054.).

4. Lobby legislation (ordinance, resolution or bill) that has provisions similar to an active ballot measure.

5. Encourage people to register to vote and vote. (Should cast a vote is ok. How to vote is not.) In Schroeder v. Irvine City Council (2002) 97 Cal.App.4th 174, the court held that the rules and regulations of the Fair Political Practices Commission in interpreting the Political Reform Act of 1974 could be consulted in determining whether or not an expenditure of public funds was for unlawful advocacy purposes. (Id. at p. 185.) In Schroeder, the issue considered was whether a city had made an illegal expenditure of public funds by financing a campaign to encourage voter registration and participation, at a time when the city had an interest in the approval of a pending ballot measure. After closely examining the commission’s regulations defining “political expenditures,” the court concluded that the funds spent on the voter registration program were political expenditures, and unlawful under Stenson, only if the communications either expressly advocated, or taken as a whole unambiguously urged, passage or defeat” of the pending ballot measure. (Id. at pp.187-188.) (See also Elec. Code § 2103(e).)
6. Use payroll deductions for employee contributions to a political committee. In 84 Ops.Cal.Atty.Gen. 52 (2001), the California Attorney General considered the question whether a school or community college district could make employee payroll deductions and contribute them to a PAC at the request of an employee without violating the proscription against using public funds for political purposes codified in section 7054. The Attorney General opined:

"Section 7054 has no application here. The 'funds, services, supplies, or equipment' of a school district or community college district would not 'be used for the purpose of urging the support or defeat of any ballot measure or candidate.' ... The district's resources would only be affected to transfer the employees' funds to the employees' designated recipient. The district would have no control over the employees' funds other than to act as the agent of the employees in making the transfer of the employees' funds. This is not the type of 'political activity' to which section 7054's prohibition is directed. [Citations.]" (Id. at pp. 52-53.)

7. Use district funds to hire a consultant to conduct surveys and establish focus groups to assess the potential support and opposition to the measure, the public's awareness of the district's financial needs, and the overall feasibility of developing a bond measure that could win voter approval.

As for individual board members, officers and employees of a public agency, they may support or oppose a ballot measure (with funds or time). If they contribute their time, it must not be during their compensated public service. No public resources may be used. This means no public facilities or equipment (phones, computers, email accounts, vehicles, copy machines or any other equipment) may be used to plan or promote ballot measure activities, including fundraising.
VI.

DISCUSSION

Misuse of public funds cases fall into two broad categories in California: (1) those in which the funds either enrich a public employee or other private interests; and (2) those in which the funds are spent by a public agency in support of (or opposition to) a ballot measure that impacts the public agency. This investigation uncovered only evidence of the latter. Nevertheless, public funds were misspent by officials entrusted with their safekeeping. This is always a serious breach of government ethics.

There almost always is a concomitant violation of the campaign finance disclosure laws when public funds are spent unlawfully to support/oppose a ballot measure. Very few public officials are savvy enough to say, "We may be accused of misusing public funds if we make this expenditure, so let's report it on a Form 460 just in case." Even if they plan ahead and know the nuances of the law, the reporting itself could be deemed a tacit admission that public funds were misspent.

Therefore, we hold the view that the disclosure violations of the Political Reform Act, under these facts, are relatively minor. As discussed above, a public institution may spend significant amounts of its funds in support of a bond measure, and there is no requirement that these amounts be disclosed at all.

A.

Reporting Violations

1.

The $20,000 Bean Scene Check

In the case of the Bean Scene, the public was misinformed about the source of the funds for only a short period of time, and the misinformation was corrected well before the election. The owners of the Bean Scene

---

3 See, e.g., Penal Code § 424. Public officials face both criminal and civil penalties for using public resources for personal benefit. At some point, personal use of public resources becomes embezzlement. A "personal benefit" need not mean that public funds are placed into the public official's personal bank account. (See, e.g., People v. Battin (1978) 77 CA 3d 635 (county supervisor prosecuted criminally for using his county staff to work on his political campaign for Lieutenant Governor).)
were inexperienced in both contracting with a public agency and political campaigns. They agreed to pay a signing bonus in their contract, came to the school with their checkbook to meet Mr. Herman and pay it, asked to whom to make out the check, and made the check payable to the City College bank account that Mr. Herman specified. It would make no sense to fault the Nget’s with failing to file a Major Donor Report (Form 461), since even the face of the check itself alerted the Sutton Law Firm to the fact that they never intended the check to be a political contribution.

As for the corresponding reporting violation by the recipient of the check, the 2005 Campaign Committee, the Treasurer who received and reported the check bears ultimate responsibility. This is especially true since the Committee’s Treasurer, Mr. Goldstein, worked closely with Mr. Herman, the City College contracting officer in charge of the Bean Scene lease. Thus, they both were in a position to know, or had reason to know, that City College was the true source of Mr. Nget’s check to the Committee. Also, not only was Mr. Herman directly involved in the misreporting, he was the Committee’s Assistant Treasurer.

In mitigation, the evidence demonstrates that the school was trying to find a source of funds to underwrite a poll regarding the Phase II of the local bond funding. Such expenditures may be made lawfully using College funds, and are either not reportable at all (e.g., if the poll is later made public), or reportable later ("recaptured" in the parlance of the Fair Political Practices Commission). In addition, the misreporting lasted less than one month before being corrected in the campaign statements of the Committee.

2.

The $20,000 Bay Area Motorcycle Training Check
In the case of BAMT, the public was misinformed about the source of a $10,000 contribution during the “late period,” only three days before the election. The error was not corrected for well over a year. The owner of BAMT, Mr. Lepore, was inexperienced in political campaigns. He agreed to pay a signing bonus in his lease and made the check payable to the City College bank account, which Mr. Blomquist requested. It would be unreasonable to expect Mr. Lepore to have filed a Major Donor Report (Form 461), because there is clear evidence that he had no intention to make a political contribution when he wrote the signing bonus check. His
credibility at his interview, combined with his corroborating communications with the San Francisco Ethics Commission, provide a solid foundation for this conclusion.

With regard to the 2005 Campaign Committee's disclosure violation regarding this check, the evidence shows that neither the Committee's Treasurer nor Assistant Treasurer knew, or had no reason to know, that the true source of the BAMT check was City College. In addition, we know that this Committee's lawyers and Assistant Treasurer were meticulous in reviewing contributions, since they uncovered the Bean Scene issue from reviewing the memo line of the Bean Scene check.

Thus, the reporting violation falls squarely on the shoulders of Mr. Blomquist, who was the only person in a position to know that the check was a contract payment. In mitigation, he had been in private industry his entire career prior to coming to City College and had no campaign experience. He had received no training in the proper use of public funds in a campaign, prior to being placed in a position of authority in fundraising for the campaign. His statement to the investigators was credible that he believed that the committee was simply another bank account of City College into which a check payable to the school could lawfully be deposited.

B.

Misuse of Public Funds

1.

The $20,000 Bean Scene Check

The $20,000 Bean Scene check was a signing bonus to City College that was due and owing to the College. The contracted specified that Bean Scene was to pay the funds to City College. (See Exhibit 4.) It was deposited, instead, into the 2005 Campaign Committee account. Education Code section 7054(a) provides that "no ... community college district funds ... shall be used for the purpose of urging the support or defeat of any ballot measure ...." Thus, a misuse of public funds did occur.

This violation of Section 7054 was more in the nature of a temporary misdirection than a misuse of public funds. Mr. Nget's check for $20,000 was received by the committee on April 22, 2005. The only expenditure by the committee in the reporting period of January 1 through June 30, 2005,
was $250 to pay Mr. Ngo, the attorney who prepared the first campaign filing. Using the accepted "first in, first out" method of accounting, only $150 of the $20,000 check was used for campaign purposes.

Although expenditures are not reported by date on a campaign statement, it appears that the remaining $19,850 sat in the Committee account until it was returned to Mr. Nget. Some portion may have been used to conduct a poll, but such expenses may be paid out of College general funds at that point in a campaign.

Of course, any use of public funds for campaign purposes is a serious violation of law for which the responsible public officer may be personally liable. In mitigation, the funds were returned quickly to the College and the amount in question was very small.

2.

The $10,000 Bay Area Motorcycle Training Check

In a November 4, 2005 "Memo of Understanding" (see Exhibit 20), City College, via James Blomquist, requested that BAMT tender a "prepayment toward lease" to the 2005 Campaign Committee. This $10,000 is money owed to City College and should have been paid to City College. The failure to do so constituted a violation of Section 7054.

The fact that the City College was the contributor was not disclosed to the voters until eighteen months later, after the Committee had already been terminated. In addition, the contribution was commingled with other committee funds and spent on typical campaign expenses. In mitigation, the contributor informed the San Francisco Ethics Commission shortly after the election that his check was a lease payment to the College, and not a contribution to the 2005 Campaign Committee. Had the Ethics Commission been more diligent in following up on the information it had regarding the BAMT check, it is possible that the error would have been corrected much sooner, albeit after the election.

VII.

CONCLUSION

The question that remains unanswered is how could a respected, well-run public institution of higher learning, with recent experience in bond elections, take two lease payments from lessees and divert them from a
proper college account to a political committee? As with most of these situations, it probably was the result of a series of subtle oversights that began years ago. The College has no Internal Auditor or Audit Committee. Would their presence alone have prevented these mistakes? It is difficult to say with any degree of certainty, but no one person at the College has a firm grasp on all of the accounts that are open, what they are used for or who can deposit checks into them.

It appears that City College has stricter internal controls on the accounts payable side. This case demonstrates, however, that receivables can cause major problems if systems do not exist for matching payments with contract and lease terms, as well as close monitoring of receipts. The practice of seeking lease signing bonuses, in particular, needs to be reviewed.

We also encourage the Board of Trustees to consider an internal policy limiting acceptance of contributions, or at least restricting solicitation, from any individual or entity that is a counterparty to an existing contract with City College, is an existing lessee, has submitted a bid or proposal for a College contract or lease, or is in negotiations for a contract or lease.

Finally, the most obvious need is to hold regular training sessions regarding Government Ethics and campaign law for any employee who might be involved, even remotely, in a future bond campaign.

VIII.

RECOMMENDATIONS

1. City College Employees Who Are Involved in Bond Elections Must Be Trained In Campaign Finance Law and the Proper Use of Public Funds

Assembly Bill 1234 requires biennial training of all local public employees in government ethics laws. Unfortunately, that law did not become effective until January 1, 2006, after the 2005 bond election was completed. The basic training covers many subjects, including public agency participation in ballot elections and misuse of public resources. Had the law been in effect prior to the 2005 election, it is possible that the two incidents would not have occurred.

However, we recommend that City College require mandatory training in bond elections for at least two hours, for any City College Board member or
employee who will be involved in a bond campaign. Because this case demonstrates that such campaigns can start almost without warning, depending on political considerations, the training should be held on a regular basis.

2. City College Employees Must Carefully Document Any Time Spent on a Ballot Measure Election

Although there was no evidence that any City College employee spent school time on the 2005 bond campaign, we recommend that timesheets be kept by anyone involved in a ballot measure campaign. The timesheets should document the start and end times of any time spent during the work week on the campaign and detail the activity.

3. Special Procedures Should Be Considered for Fundraising from City College Contractors, Proposers and Bidders

Even though it may be perfectly lawful to seek contributions from current and potential contractors, vendors and lessees of City College, it can create an appearance of impropriety. Therefore, we recommend that the College consider a policy that neither it nor any related political committee or agent will:

   a. Solicit a contribution from a bidder or proposer for a contract or lease at any point in the contracting process; or

   b. Accept a contribution from a contractor or lessee in the 90 day period following execution of a contract or lease with City College.

4. Hire an Internal Auditor who will ensure compliance with Recommendations 2 and 3, and develop accounts receivable policies and procedures for all funds owing to City College.

It appears that general money handling by the College of lease payments, especially signing bonuses, could be partially to blame for these two mistakes. An Internal Auditor or Audit Committee could help prevent these kinds of mistakes before they happen.
REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"

APPENDIX

STEVEN G. CHURCHWELL, DLA PIPER US LLP
EXHIBIT 1

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
EXHIBIT 2

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
MEMO TO: Administrators

FROM: Ronald Lee, General Counsel

DATE: March 27, 2001

SUBJECT: Advisory On Limits On Public Agencies in Campaigning

As the District prepares for its bond election in the fall of this year, you should keep in mind what is permissible with respect to campaigning.

The basic law limiting the use of public resources for campaigning derives from several California Supreme Courts decisions, the most recent of which is Stanson v. Mott (1976) 17 Cal. 3d 206. There the Court held that a public entity could use funds to disseminate information to the public in fulfilling an informational role, but was obligated to provide a fair representation of relevant facts. The public entity could not expend public funds for “promotional” or campaign purposes. Since that time, other lower appellate court decisions and opinions of the attorney general have provided more guidance, but the basic law has not changed. The relevant Education Code provisions are 7054, 7054.1, 7056, and 7058.

The following guidelines are based on these Education Code provisions and the Stanson case:

1. The District should not sponsor or subsidize distribution of campaign materials on ballot measures. No District funds, services, supplies or equipment should be used in partisan campaigning. The District cannot contribute resources to any campaigns.

2. Factual information on ballot measures may be prepared and distributed at public expense. Caution must be exercised in the “style, tenor, and time” of the publication. Chargéd words or expression should be avoided. The information cannot urge support or opposition.

3. Board members and district employees may appear at the request of citizen’s groups during working hours at the request of the group to explain the effects of a ballot measure on the District in a fair and impartial manner. This fulfills an informational function. The speaker should not urge support of nor opposition to the measure, although he/she can inform the audience of the District’s position.

4. Board members and District employees are free to campaign for ballot measures as individuals so long as they are on their own time and do not use public resources. This should be made clear to the audience to prevent misunderstanding.

5. The District may conduct open forums on District property and use District facilities to discuss the pros and cons of a ballot measure. The forum must be made available to all points of view.

Please contact me for copies of Education Code provisions that relate to this issue. However, I have reproduced Section 7054 in its entirety because it is so important.
Section 7054 – Use of District Property

(a) No school district or community college district funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the district.

(b) Nothing in this section shall prohibit the use of any public resources described in subdivision (a) to provide information to the public about the possible effects of any bond issue or other ballot measure if both of the following conditions are met:

1. The informational activities are otherwise authorized by the Constitution or laws of this state.
2. The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.

(c) A violation of this section shall be a misdemeanor or felony punishable by imprisonment in the county jail not exceeding one year or by a fine not exceeding one thousand dollars ($1,000), or by both, or imprisonment in a state prison for 16 months, or two or three years.
DO'S AND DON'T'S
FOR CITY COLLEGE OFFICIALS AND EMPLOYEES
IN CONNECTION WITH NOVEMBER 2001 BOND MEASURE CAMPAIGN

City College officials and employees may **DO**: 

- distribute campaign literature through City College's internal mail system
- place campaign literature on employee bulletin boards, on the City College's web page, or elsewhere on any City College campuses
- make public appearances regarding the bond measure during work hours -- unless their comments are limited to communicating the fact that City College supports the bond measure and providing "balanced" information regarding the measure (rather than advocating that people vote for the measure)
- make telephone calls regarding the campaign during work hours
- urge students to vote for the bond measure during class
- use City College offices or classrooms for campaign meetings
- use City College copy machines, telephones, fax machines, computers, etc. for campaign purposes
- campaign while in uniform (if applicable)

City College officials and employees may **NOT**:

- work on the campaign during their personal time, including lunch hours, coffee breaks, vacations, etc.
- wear a campaign button on City College premises (if otherwise permitted by their supervisor)
- make a campaign contribution to the Committee to Support our City College using personal funds, or attend a campaign fundraiser during their personal time

6/01
• make "advocacy" public appearances during their personal time

• respond to telephone calls or letters regarding the campaign, as long as they limit their response to confirming that City College has endorsed the bond measure and presenting balanced information.

1. City and state law strictly prohibits public employees from participating in ballot measure or candidate campaigns during work hours, or from expending public resources for campaign purposes. (S.F. Camp. & Gouv. Conduct Code section 3.400; Cal. Penal Code section 424; Cal. Gouv. Code section 8314; Stange v. Mott (1976) 17 Cal.3d 206.) City College officials or employees who violate this law commit a misdemeanor, and may be personally liable to reimburse these costs.

2. City officials and employees may nevertheless provide informational material on the bond measure to the public. The information disseminated must be strictly "informational" and not "promotional." A court will look at the "style, tenor and timing" of the communication to determine whether it is informational or promotional. More specifically, City College may: (1) provide facts about the bond measure; (2) communicate its position supporting the measure upon inquiry from a voter; and (3) provide a spokesperson to discuss the issue and give its position (but not advocate passage) if requested by a voter or community group.

3. Although state law permits state employees to make "incidental use" (such as local telephone calls, computers, pens and paper, etc.) of their government offices for campaigning (Govt. Code section 8314), the exception technically does not cover local employees. Although we have always believed that the omission of local employees was most likely a legislative oversight, we recommend that City College employees refrain from using any City College resources for campaign purposes (i.e., they should use a private cellular or pay telephone if they wish to make campaign-related telephone calls from the City College).

4. If employees have a system for recording their work hours (such as a punch clock or "log in/log out" sheets), they should log out before commencing campaign work. Non-salaried employees who are not required to log in and out should make their own determination of what constitutes their personal time. If ever questioned, employees may be required to provide copies of their schedules to substantiate this determination; we therefore recommend -- especially for high-level employees who will spend a significant amount of time on the campaign -- that employees maintain some type of record to prove that they only participated in the campaign on personal time.

5. We recommend that any City College official or employee who makes a public appearance advocating passage of the bond measure during their personal time state during their remarks that they are appearing as a private citizen concerned about the education system in San Francisco, not as an official or employee of City College.

JRS/djf
#7263.08
EXHIBIT 4

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"

APPENDIX - JANUARY 9, 2008
AGREEMENT FOR SERVICES

This Agreement, dated for reference purposes only April 30, 2005, is entered into by and between the San Francisco Community College, hereinafter known as "CCSF", and "Bean Scene", hereinafter known as "Contractor".

WHEREAS, the Board of Trustees of the San Francisco Community College CCSF at its meeting of March 25, 2005 adopted Resolution No. 2004017-07, attached hereto and made a part hereof, authorizing Agreement with Contractors to obtain Services;

NOW THEREFORE, CCSF and Contractors for the consideration stated herein agree, as follows:

I. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR AND CCSF

A. Contractor

a. Use of Premises

Contractor shall use premises designated by CCSF for the operation of a quality specialty coffee bar and food operation in the Downtown Campus building, situated at Fourth and Mission Streets, San Francisco, as specified in the attached drawing. (Appendix A.) Customers of Contractor will have access to and use of CCSF Dining Room when the building is open, generally from 7:30 AM to 10:00 PM on weekdays and from 8:00 AM to 12:30 PM on Saturdays.

1. Type of Service. Contractor will provide a specialty coffee and food refreshment center at the Downtown Campus, featuring coffee/tea/latte and other specialty beverages to be proposed by the Contractor. Pastries, baked goods and other healthy snacks of good quality may also be included, specific items to be approved in advance in writing by CCSF or its designated staff. All products served shall be fresh; if any item is pre-packaged at an outside facility, Contractor shall ensure that any such facility complies with applicable local, State and Federal regulations. All food and drinks shall be safe for human consumption and shall be of the highest quality.

2. Days and Hours of Operation. Hours of operation shall be Monday through Thursday, 6:00 AM - 10:00 PM, Fridays 6:00 AM - 12:00 Midnight, Saturdays 7:00 AM - 12:00 Midnight, Sundays 8:00 AM - 10:00 p.m. The Downtown Campus building is open daily throughout the academic year and summer session instructional calendar except during non-school periods, beginning five (5) days before the first day of instruction.
3. **Equipment and Installations.** Contractor shall make all necessary improvements, at Contractor’s sole expense, to accommodate proposed food service operation. Contractor shall supply, at Contractor’s sole expense, all equipment, cabinetry, fixtures including lighting, graphic work and menu boards, tools, materials, and/or supplies necessary for the operation of the refreshment center.

4. **Service and Utilities.** CCSF shall provide access to a water supply and to an electrical source from which the food service operation will be powered. The cost of electrical hookup shall be paid by Contractor. Contractor shall be responsible for procuring any other services it deems necessary or appropriate. Contractor agrees to use such water and electricity in a reasonable manner.

5. **Baked Goods.** As CCSF Culinary Arts and Hospitality Studies Program has a baking component and CCSF wishes to promote the products of its students, Contractor agrees to include CCSF's baked goods on its menu.

b. **General Conditions**

1. **Compliance with Existing Agreements.** CCSF currently is under contract with The Pepsi Bottling Group whereby The Pepsi Bottling Group has the exclusive right to make "Beverages" available for sale and distribution at all CCSF facilities through vending, food service and concessionsaires, and including the right to provide all "Beverages" sold at athletic contests, booster club activities and all other special events conducted at any CCSF facilities. The term "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks, energy and fluid replacements); and (vi) bottled or canned water whether carbonated or still (spring, mineral or purified). CCSF reserves the right to extend the contract with The Pepsi Bottling Group or enter into a new contract with another carbonated soft drink supplier after the current contract expires in December 2012.

   Contractor agrees to abide by the conditions of CCSF’s contract with The Pepsi Bottling Group and/or any subsequent contract with another carbonated soft drink supplier.

2. **Conduct of Service and Sales.** Contractor shall conduct its operations in a manner that is compatible, rather than competitive, with the menus, prices
and services of The Educated Palate. The prices of food items shall be comparable to those found in The Educated Palate.

3. **Potential Future Service Locations.** This Contract pertains to services only at the Downtown Campus location specified above. CCSF may wish to provide similar services at other locations in the future. At the discretion of CCSF, Contractor may be asked to provide such services at other locations as the need arises, with similar terms and conditions to be determined.

4. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining all necessary and required permits and licenses for proposed food services.

5. **Restrictions.** CCSF through its designated committee or staff shall have reasonable control over the types of products being served or sold, including the health and welfare of students and staff are concerned. Any products found to be objectionable must be removed upon request. The sale of alcohol and tobacco products shall be prohibited. CCSF promotes environmental safeguards and requires that Styrofoam products not be used. Paper cups and food containers are acceptable and the use of products made from recycled materials is encouraged.

6. **Cleanliness and Sanitation Standards.** Contractor shall maintain all premises under contract to the highest standards of cleanliness and sanitation possible. All refuse and garbage from Contractor's operations shall be removed daily or more frequently as necessary. Contractor agrees to keep its contracted premises free of food, refuse, vermin and stains on the floor.

7. **Custodial Services.** Contractor shall be responsible for providing custodial and scavenger services for the contracted premises. Contractor's refuse dumpsters shall be placed at locations to be approved by the campus dean. Keeping the contracted areas clean and in good sanitary condition is the responsibility of the Contractor. If CCSF determines that Contractor's operations increase CCSF's custodial expenses or requires the retention of pest control services, such additional expenses shall be borne by the Contractor.

8. **Advertising.** Contractor shall be entitled to place signs in and about the contracted premises and distribute promotional materials, including flyers advertising its business and merchandise offered for sale. Such signage and promotional items, subject to written approval in advance by CCSF's designated committee or staff, shall not be in direct competition with CCSF operated food service venues.
9. **Parking.** CCSF does not provide parking at the Downtown Campus, as CCSF does not own or lease parking facilities. Contractor may, at its sole option, provide parking to its employees at its own expense.

10. **Additional inclusions.** The following documents are incorporated by reference and Contractor agrees to be bound by the provisions contained therein. Where there are any conflicting provisions between this Agreement and such documents, the provisions in this Agreement shall prevail. The documents are: CCSF's Request for Proposal (RFP), Contractor's Response to CCSF RFP, dated February 9, 2005.

**B. San Francisco Community College District**

a. **Designated Premises**

CCSF hereby designates the following area as the premises upon which Contractor shall conduct its food service operation: an area of nine hundred ten (910) sq. ft., including approximately 100 sq. ft. of storage space in the Downtown Campus building, situated at Fourth and Mission Streets, San Francisco, as specified in the attached drawing. (Appendix A.) The space is unimproved and all improvements shall be made at Contractor's sole expense. CCSF grants Contractor permission to construct and install equipment and fixtures needed to effectively run Contractor's activities as outlined in Section 1.

b. **Service & Utilities**

CCSF shall allow Contractor access to a water supply and to an electrical source from which the operation will be powered. The cost of this electrical hookup shall be paid by Contractor. Contractor shall be responsible for procuring any other services it deems appropriate. Contractor agrees to use such water and electricity in a reasonable manner.

c. **Conduct of Service & Sales**

CCSF or persons designated by CCSF, shall have the right to make reasonable objections in writing, to the Contractor as to the quality of the food or drinks, the prices charged, the character of the services rendered, and the appearance and condition of the designated premises to the Contractor. Contractor must discontinue or remedy any such objectionable condition to the reasonable satisfaction of CCSF.

**II. TERM**

This Contract shall be for a period of five (5) years initially. Subject to a review by CCSF through its designated committee or staff, at the option of the parties the
contract may be renewed by mutual agreement for two additional five (5) year terms. Terms and conditions of extensions shall be determined at the time the extension is granted.

III. PAYMENT

For and during the term of Agreement, Contractor shall pay to CCSF the amounts as follows:

A. Monthly Payments

For each month of the Academic Year and Summer Session, Contractor shall pay as base rent the sum of four thousand five hundred dollars ($4,500.00). In addition, Contractor also agrees to pay, on a monthly basis as a profit-sharing measure, additional amounts as follows:

- an additional percentage rent of 12% for sales totaling between $60,000.00 and $70,000.00;
- an additional percentage rent of 17% for sales totaling between $70,000.01 and $80,000.00;
- an additional percentage rent of 20% for all sales over $80,000.01.

B. Payment Schedule

Payments shall be made on or before the 10th day of each month. Along with the monthly payments, the Contractor shall submit proof of monthly receipts in the form of cash register tapes, monthly sales reports and/or other such similar documentation to CCSF. These payments and sales reports shall be mailed to the following address:

Stephen J. Harman  
Chief of Administrative Services  
City College of San Francisco  
33 Gough Street  
San Francisco, CA 94103

C. Signing Bonus

Initial signing bonus. In addition to regular monthly rental and profit-sharing payments, Contractor and CCSF agree that Contractor shall pay to CCSF an immediate, cash-signing bonus in the amount of ten thousand dollars ($10,000.00). Payment of this amount shall be due upon final execution of this contract.

1. Additional $100,000.00 bonus. In addition, Contractor agrees that it shall pay an additional cash bonus of one hundred thousand dollars ($100,000.00), payable over ten (10) years in ten equal payments of ten thousand dollars ($10,000.00). Contractor and CCSF agree that the initial $10,000.00 payment shall be due upon final execution of this contract. Annual payments of $10,000.00 for the remaining
$90,000.00 shall be due by the first day of January for each calendar year until the balance is paid in full.

**Donation of computer equipment.** In addition to the above, Contractor agrees that it will donate to CCSF three (3) computer stations for use by CCSF students to access the internet. These computers will include computer, flat screen monitors, keyboard and mouse. Internet service will be provided by Contractor at Contractor's sole expense.

**Donation of equipment to CCSF Culinary Arts and Hospitality Studies Program.** Contractor also agrees to donate a humidity controlled bread oven for use by CCSF Culinary Arts and Hospitality Studies Program kitchen. Specifications of said equipment is as follows: a 33,000 BTU gas burner, Turbofan G32MSW four (4) sheet pan capacity convection oven on top, with an E89AMSW model eight (8) sheet pan capacity proving oven on the bottom.

CCSF and Contractor agree that at the discretion of CCSF, CCSF has the right to request a comparable model valued at no more than eight thousand five hundred dollars ($8,500.00), should CCSF find the proposed equipment unacceptable.

**D. Records**

Contractor agrees that CCSF shall have the right to inspect any and all records kept by Contractor, which relate to Contractor's activities related to this Agreement. Contractor agrees that College shall have the right to make copies of any such documents at CCSF's expense. Contractor acknowledged that such records may be subject to California public disclosure laws.

**IV. CONSTRUCTION OF IMPROVEMENTS**

**A. Construction of Improvements.** Subject to prevailing law, CCSF and Contractor agree that any design, build out and/or renovation in order to accommodate the proposed coffee bar and food services operation, shall be at Contractor's sole expense, and all such work shall be put out to competitive bid. In accordance thereto, Contractor agrees that Contractor shall not construct or install any improvements or make or permit any alterations in the above-described space, without the prior written approval of CCSF as to the design and/or construction for proposed construction/renovation of the facilities for the coffee bar and food services operation, or the actual construction/renovation of the facilities for the aforementioned coffee bar and food services operation, which CCSF may give or withhold in its sole and absolute discretion.

Subject to CCSF's consent as provided above, any permitted improvements or alterations shall be done (i) in strict accordance with plans and specifications approved in advance by CCSF in writing, (ii) by duly licensed and bonded architects, contractors, subcontractors, or mechanics approved by CCSF, (iii) in a good and professional manner, (iv) in strict compliance with all laws, and (v) subject to all other conditions that CCSF
may reasonably impose, including, without limitation, provision of such completion security as is acceptable to CCSF.

In no event shall the construction or installation of any such improvements or the making of any alterations impair the use or operation of the CCSF facilities, or any portion thereof, or CCSF’s access thereto. Prior to the commencement of any work on the premises to construct, renovate or “build out” any permitted improvements or make any permitted alterations, all required permits and approvals shall be procured at Contractor’s sole expense, and copies of all such documents shall be promptly furnished to CCSF. No material change from the plans and specifications approved by CCSF may be made without CCSF’s prior consent. CCSF and its agents shall have the right to inspect the course of such construction at all times.

Upon completion of such construction/renovations, Contractor shall furnish CCSF with a complete set of final as-build plans and specifications. Contractor shall require from each contractor and subcontractor performing any work on or about the premises a policy of general public liability insurance, with such limits as may reasonably be required by approving authorities, but in any event not less than one million dollars ($1,000,000) combined single limit.

B. **Ownership of Improvements and Equipment.** Any improvements or alterations constructed on or affixed to the premises by or on behalf of Contractor pursuant to the terms and limitations as stated above shall be and remain Contractor’s property during the term of this Contract. Upon the expiration date or earlier termination thereof, all such improvements, alterations and equipment constructed on or affixed to the premises shall become the sole property of CCSF. CCSF and Contractor agree that all equipment purchased and installed in the premises for the purposes of the coffee bar and food services operation shall be donated to CCSF upon the termination of the Contract.

V. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES**

Contractor shall supply, at Contractor’s sole expense, all equipment, tools, materials, and/or supplies that may be required to carry out the services to be performed under this Agreement.

VI. **COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor declares that Contractor has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the services to be performed under this Agreement.

Contractor shall keep informed of all laws and governmental regulations that may affect the services to be performed. Contractor shall observe and comply with, and shall cause all of Contractor’s agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations.
VII. SALE OF BUSINESS

CCSF and Contractor agree that in the event Contractor sells the coffee bar and food services operation that is the subject of this Contract, the Contract shall terminate upon the sale of the operation. CCSF and Contractor agree that CCSF has the right to continue to contract with the purchaser of the quality coffee and food services operation, or at its option, CCSF may provide the purchaser two months notice of CCSF's intention to seek proposals from qualified bidders to provide coffee bar and food services for its Downtown Campus.

VIII. INDEPENDENT CONTRACTOR

CCSF and Contractor agree that Contractor is an independent contractor and not an employee of CCSF. Contractor further agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of CCSF or of any of the entities that are directly or indirectly affiliated or associated with CCSF including but not limited to auxiliary organizations, student body organizations, or foundations. Contractor further agrees that in the event one or both accepts employment as an employee of CCSF or of any of the entities directly or indirectly affiliated or associated with CCSF during the term of this Agreement, this Agreement may be immediately terminated in the sole discretion of CCSF.

As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers' compensation benefits which may be required for itself or its employees. CCSF shall not be liable to Contractor for any expenses paid or incurred by Contractor in the performance of this Contract unless otherwise agreed in writing.

IX. FRINGE BENEFITS

Because Contractor is engaged in its own independent businesses, Contractor is not eligible for, and shall not participate in, any employer pension, health or other fringe benefit plan of CCSF. Contractor further agrees that it shall provide, at its sole expense, fringe benefits to its full-time, management employees, including but not limited to, health care benefits.

X. HIRING OF CCSF STUDENTS

CCSF wishes to promote the products of its students and allow for its students to gain valuable experience in the food service and hospitality industry. To that end, Contractor agrees that whenever possible, Contractor will hire CCSF students. In the event Contractor hires CCSF students as part-time, non-managerial employees, Contractor is not obligated to provide fringe benefits to said student-employees.
XI. INSURANCE

Throughout the term of the Contract and any extension thereof, Contractor, at Contractor’s expense shall maintain an insurance policy issued by an insurance company satisfactory to and in a form approved by the Chief Administrative Services Officer, CCSF. Said insurance company shall have a policyholder’s surplus of at least ten times the amount of the liability coverage under said policy.

Said policy shall afford liability insurance coverage of the operations, including but not limited to, the contracted premises, products and personal injuries. Said policy shall be expanded to include contractual liability assumed under the Contract with respect to bodily injuries, personal injuries and property damage. Policy shall include the San Francisco Community College District, its Board of Trustees, officers, employees and agents as additional insured and shall stipulate that no other insurance effected by CCSF will be called on to contribute to a loss covered thereunder. Said policy shall cover loss or liability for damages for bodily injury, personal injury, death, or property damage for a single limit of not less than one million dollars ($1,000,000) applying to bodily injuries, personal injuries, and damages in any one occurrence.

Policy shall provide that written notice of cancellation, or of any material change therein, shall be delivered to the Chief Administrative Services Officer, San Francisco Community College District, 33 Gough Street, San Francisco, CA 94103, by the issuing company within thirty (30) days in advance of the effective date thereof. Contractor shall increase the aforesaid limit upon the written demand of the Chief Administrative Services Officer of CCSF provided that such increase is found reasonable and necessary by CCSF.

A certificate of insurance showing the required coverage and the endorsement of additional insured shall be delivered to CCSF, prior to the Contractor’s commencing service of this Contract. On a renewal anniversary of said policy, if the term of the agreement has been extended, CCSF will accept a certificate of insurance from the insurance company indicating that the policy has been renewed without change.

XII. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless CCSF, its Board of Trustees, officers, employees and agents from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor’s performance of this Contract, including but not limited to, the use of facilities or equipment provided by CCSF or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on CCSF, its Board of Trustees, officers, employees and/or agents except to the extent that such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of CCSF, its Board of Trustees, officers, employees and/or agents. Contractor specifically acknowledges and agrees that it has an independent obligation to defend CCSF, its Board of Trustees, officers,
employees and agents from any claim, which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

XIII. LIABILITY OF CCSF

CCSF's obligations under this Contract shall be limited to providing the location as provided for in paragraph 1. Notwithstanding any other provision of this Contract, in no event shall CCSF be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Contract or the services performed in connection with this Contract.

XIV. NON-DISCRIMINATORY EMPLOYMENT PRACTICES

It is the policy of CCSF to provide equal employment and educational opportunity without regard to race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. These matters are reflective of Policy Manual Section 3.02 and 5.07 for the San Francisco Community College CCSF. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability.

XV. CONFLICT OF INTEREST

Contractor states that it is familiar with provisions of Section 1090 et seq. and 87100 et seq. of the Government Code and certifies that it does not know of any facts that constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify CCSF of such information.

XVI. TERMINATION

In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated by CCSF and all of the Contractor's rights hereunder are ended. Termination shall be effective after ten (10) days' written notice to contractor, unless such failure has been corrected prior to this time. In the event of such termination, CCSF shall be paid under this Agreement, up to the date of termination, on a pro-rated basis.

In the event of war, act of God, labor strike or any other events beyond Contractor's control which negatively affects Contractor's ability to operate at profitable levels, Contractor will be allowed to close during the said event free of rent charges.
XVII. WRITTEN NOTICE

All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to:

"CCSF"

STEPHEN J. HERMAN
Chief of Administrative Services
San Francisco Community College CCSF
33 Gough Street
San Francisco, CA 94103

"Contractor"

AMY NGET
Managing Partner
Bean Scene Cafe
186 S. Murphy Avenue
Sunnyvale, CA 94086

Either party by a written notice to the other party may change the address of notice or the names of the persons or parties to receive written notice.

XVIII. NO AUTHORITY TO BIND CCSF

Contractor has no authority to enter into contracts or agreements on behalf of CCSF. This Agreement does not create a partnership between the parties.

XX. CONSTRUCTION

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

XX. NON-WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

XXI. AMENDMENTS

No amendments to this Agreement shall be effective unless it is in writing and signed by both parties.

XXII. ASSIGNMENT

Contractor shall not assign this Agreement without the written consent of CCSF, which shall not be unreasonably withheld.
XXIII. SEVERABILITY

If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

XXIV. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

XXV. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

XXVI. ENTIRE AGREEMENT/MODIFICATION

This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

By: [Signature]  
Signature of SPOCC person authorized to execute Agreement. (This is normally the Chancellor or the Vice Chancellor of Finance and Administration unless the Resolution indicates otherwise)

Print Name: [Name]  
Title: [Title]  
Date: [Date]

Recommending by: [Signature]

Print Name: [Name]  
Title: [Title]  
Date: [Date]

Federal Identification Number or Social Security Number: [ID Number]

Approved as to Form by: Ronald Lee, Chief Legal Counsel
EXHIBIT 5

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
August 5, 2005

Dr. Philip R. Day, Jr., Chancellor
City College of San Francisco
50 Phelan Avenue
Box E200
San Francisco, CA 94112

Subject: Downtown Coffee Bar

Dear Dr. Day,

At your request, Macias Gini & Company performed an evaluation of the procurement process that led to the selection of Bean Scene Café as the contractor to operate the City College of San Francisco (CCSF) Downtown Coffee Bar. This engagement was conducted to evaluate the procurement process and address concerns raised by members of the CCSF Foundation Board.

We performed the following procedures:

1. Reviewed the steps that led to the development of the Request for Proposal (RFP) to determine if the opportunity was made available to a wide array of business enterprises and if the objectives and requirements were clearly conveyed to potential bidders.

2. Evaluated the steps performed that led to the selection of Bean Scene Café which included:
   - Understanding the bid proposals to determine if bidders understood the objectives, requirements and restrictions of the RFP.
   - Performing an evaluation of the price elements of the proposals.
   - Understanding the bid selection procedures used including interviews with key CCSF personnel.

3. Reviewed related activities and correspondence and conducted interviews with certain members of the Foundation Board.

4. Provide conclusion and recommendations as necessary.

I. The Solicitation Process

We reviewed the RFP (sent out on January 11, 2005) that was developed by Stephen Herman, CCSF Chief Administrative Officer and Dr. Henry Liu, a consultant and retired CCSF Business Director.
We noted the following:

1. The period of operation was for (2) years with three (1) year options and a minimum rent of $5.00 per square foot. These terms were subsequently changed to 10 years (plus an additional 5-year option) and the minimum rent reduced from $5.00 to $4.00 per square foot. The changes were contained in Mr. Herman’s January 18, 2005 memo to all recipients of the RFP. This was done to increase interest from qualified bidders.

2. Critical time lines, including bid deadline and the open house.

3. The requested one-time voluntary contribution to the college as a participation in college development.

4. The need to evaluate the overall bidder’s business profile and prior experience in the food services arena.

5. Requirement that construction and improvement costs be paid by the contractor.

6. Service requirements including restrictions on serving Pepsi products, not competing with an affiliated restaurant (The Educated Palate), cleanliness standards, etc.

We reviewed documentation of public announcements in the local media and an open house conducted on January 26, 2005. Representatives from Peet’s Coffee & Tea, Latte Express, Orchard Valley, Boudin Bakery and Bean Scene Café attended. The bid submission deadline was 3:00 PM, on February 9, 2005. Bids were received from Peet’s Coffee & Tea, Bean Scene Cafe, and Latte Express.

Conclusion

We conclude that the solicitation process followed all the basic procuring requirements including:

- Arranging for publications in local newspapers announcing the opportunity.
- A qualified person with adequate background to prepare the Request for Proposal.
- Key information, such as the purpose of the RFP, the time line, etc.
- Discussion of the RFP deliverables including operating requirements and restrictions.
- An open house (bidders’ conference) to allow potential bidders to visualize the location and make an assessment of the potential customer traffic.
- Adequate amount of time for potential bidders to evaluate, prepare and submit their proposal.

II. Bid Selection Process

An Ad Hoc bid selection committee was assembled on February 10, 2005, composed of:

Peter Goldstein – CCSF Vice Chancellor of Finance & Administration
Jim Bloomquist – Associate Vice Chancellor, Facilities and Planning
Steven Glick – Dean, Downtown Campus & School of Business
Ed Hamilton – Chairman, Hotel and Restaurant Department
Brandon Fine – Faculty Member, Downtown Campus
Stephen Herman – Chief Administrative Services Officer
Members of this committee were chosen based on business experience and strong interest in ensuring that a capable contractor was selected that could also provide the most benefit to the College. We obtained the following information from interviews with members of the selection committee. The bid selection committee focused on three main areas in evaluating the bid proposals.

1. The Financial Offer – The three bids offered the following:

   Latte Express - $4,095 base rent or 3% of gross revenue with a $5,600 signing bonus

   Bean Scene Cafe - $4,500 base rent with a $125,000 signing bonus
   Plus $1,200 if gross rev is $60,000 - $70,000
   $1,700 if gross rev is $70,000 - $80,000
   $3,000 if gross rev is $80,000 - $95,000

   Peet's Coffee & Tea - $3,640 or 6% if gross is over $1,200,000 (annually) with no signing bonus

2. Financial Stability – The committee took into account financial strength and related information submitted with the bid proposal.

3. Augmenting Sales with The Educated Palate – As indicated in the RFP, the committee was concerned with competition with food served at the Educated Palate (an affiliate food establishment). They favored proposals that planned to augment food items served by the Educated Palate.

The committee received but did not consider a subsequent offer by Peet's Coffee & Tea, dated February 27, 2005. At that point, the committee had concluded their evaluation and were working on contingent actions they felt necessary to validate their selection. Peet's subsequent offer was dated 17 days after the committee had made its decision.

The committee performed additional tasks after their conditional selection of the contractor. Messrs. Goldstein and Herman reviewed the financial statements and conducted interviews with the proposed management team, while Messrs. Hamilton and Glick conducted site visits. Both efforts were positive.

The selection committee unanimously selected Bean Scene Cafe.

Conclusion

We concur with the committees' decision that the Bean Scene Cafe provided the best overall benefit to the College. The guaranteed money alone (base rent over 10 years plus signing bonus) is as follows:

   Peet's Coffee & Tea - $436,800 + 0 = $436,800
   Latte Express - $491,400 + 5,000 = $496,000
   Bean Scene Cafe - $540,000 + 125,000 = $665,000

In all cases, rent based on gross receipts will result in Bean Scene Cafe paying an amount in excess of the other two bidders.

We noted, however, that the committee did not maintain a written account of the selection process nor did it use weighted scoring sheets to account for how each member voted. This lack of documentation prompted us to interview individual members (four of six) to confirm the committees' conclusion.
In addition, we reviewed Peet’s revised offer and conclude that while it addressed the ability to hire students into the program, it did not contain specific language in committing to hire CCSF students. Further, the upfront payment of the rent was based on a present value of the original offer and did not include any additional significant economic benefit.

III. Contract Award

Change in Terms between RFP and Contractual Arrangement – The selection of Bean Scene Café was accepted by the Board of Trustees on March 24, 2005. An agreement between CCSF and Bean Scene Café was signed on April 6, 2005. The terms of Operations changed from 10 years (with a 5 year option) in the revised RFP to 5 years (with 2 five year options) on the agreement. The Bean Scene Café’s management team proposed a personnel change from the original proposal. The change was proposed to the committee and was accepted on the basis that the terms of the original proposal remained the same.

Conclusion

1. The contract was executed consistent with the terms of the RFP except that the contract was from an initial term of 10 years to 5 years. The change in terms may have a possible financial impact on the signing bonus. Bean Scene Café’s proposal called for an initial $25,000 signing bonus plus an additional $10,000 for each year of the contract for a total of $100,000. If the contract is terminated after 5 years, CCSF will fail to receive the remaining $50,000.

2. Audit Requirement – Since the Downtown Coffee Bar is largely on a cash basis, the contract should include an audit provision to ensure that proper controls are in place over sales and verify that gross receipts are properly reported.

IV. Concerns Raised by Members of the Board of CCSF Foundation

1. Verbal Offer – Several Board members of the CCSF Foundation communicated to us that a verbal offer was received from Peet’s Coffee & Tea during the bid selection period that could have been considered under education code sections 81360 through 81382. Under the code, if an oral bid exceeds the highest written proposal by at least five percent, the oral bid should be honored. The oral bid must be made at the time the written bids are opened. However, the final acceptance is made only when the oral bid is reduced to writing and signed by the offeror.

Conclusion

Interviews with members of the selection committee disclosed that they were not aware of a verbal offer during the bid period. Our investigations did not identify any corroborating evidence that a verbal offer was received.

2. CCSF Foundation – We interviewed three members of the Foundation to get their views on the procurement process. From inception, they were informed that the selection would be conducted through a bid process. However, due to Peet’s national status, financial strength, potential benefit to the College and the eventual bid proposal, they felt that Peet’s Coffee & Tea offered a long-term benefit that was missed in the selection process. We were further informed that the College and the Foundation had been significantly involved with Peet’s Coffee and Tea since the early part of 2004, including architectural designing, that led them to believe that Peet’s was the front runner.
Conclusion

We found no evidence of a written or verbal commitment made with Peet's Coffee & Tea prior to or during the bid process. The selection committee used the bids received on February 9, 2005 as the basis for their selection.

OVERALL CONCLUSION

The process CCSF followed in preparing the RFP, soliciting bids, evaluating proposals and awarding the contract was conducted fairly and in accordance with proper procurement protocol.

IV. Recommendations

While we concluded that the procurement process was done in a fair and equitable manner, we offer the following recommendations to further enhance CCSF’s procurement process.

1. The Solicitation Process

   • Advertising – The announcement of opportunities could be more effective by advertising in major newspapers with widespread circulation.

   • Additional information – It is helpful when information such as foot traffic forecast and proposed architectural design are included. The traffic forecast is attractive in providing the level of potential customers, especially if it is in a prime location. The proposed architectural design prevents any disputes at a later date.

2. The Bid Selection Process

   • Scoring – Evaluation score sheets should be used to document how each member of the committee voted. This is necessary in order to document the selection process and understanding bidder proposals.

   • Selection panel – The selection committee should have an odd number of participants in order to avoid potential voting deadlocks.

3. Contract Award

   • There should be consistency with the terms of the accepted proposal and the contractual arrangement. This minimizes potential conflicts and legal actions.

Sincerely,

Marcas Gini & Company LLP

[Signature]

James V. Godsey
Partner
Statement of Organization Recipient Committee

Statement Type: □ Initial □ Amendment □ Termination
List I.D. number: 

Date qualified as committee #
Date qualified as committee disappearance #
Date of Termination #

1. Committee Information

NAME OF COMMITTEE
Committee to Support Our City College

STREET ADDRESS
428 Bush Street, #480
CITY San Francisco
STATE CA
ZIP CODE 94112
AREA CODE PHONE (415) 681-6152

NAME OF OFFICER OF COMMITTEE
Peter Goldstein

OPTIONAL FAX/MAIL ADDRESS

COUNTY WHERE COMMITTEE IS ACTING IF DIFFERENT THAN COUNTY OF DONOR
San Francisco

ATTACH ADDITIONAL INFORMATION ON APPROPRIATELY LABELED CONTINUATION SHEETS.

2. Treasurer and Other Principal Officers

NAME OF TREASURER
Peter Goldstein

OFFICE ADDRESS
428 Bush Street, #480
CITY San Francisco
STATE CA
ZIP CODE 94112
AREA CODE PHONE (415) 681-6152

NAME OF CONTROLLER OR ASSISTANT TREASURER
Peter Goldstein

ADDRESS
415 Del Monte Street
CITY San Francisco
STATE CA
ZIP CODE 94117
AREA CODE PHONE (415) 681-6152

3. Verification

I hereby certify that all reasonable diligence was used in preparing this statement and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 21, 2005

By:

SIGNATURE OF TREASURER OR ASSISTANT TREASURER

EXECUTED ON DATE

By:

SIGNATURE OF CONTROLLER OR ASSISTANT TREASURER

EXECUTED ON DATE

By:

SIGNATURE OF TREASURER OR ASSISTANT TREASURER

EXECUTED ON DATE

FPCC Form 410 (Rev. 6/06)
Statement of Organization
Recipient Committee

INSTRUCTIONS ON REVERSE

COMMITTEE NAME
Committee to Support Our City College

4. Type of Committee Complete the applicable sections.

Controlled Committee
- List the name of each controlling officerholder, candidate, or state measure proponent. If candidate or officerholder controlled, also list the elective office sought or held, and district number, if any, at the time of the election.
- List the political party with which said officerholder or candidate is affiliated or check "non-partisan."
- If this committee acts jointly with another controlled committee, list the name and identification number of the other controlled committee.

<table>
<thead>
<tr>
<th>NAME OF CANDIDATE/OFFICERHOLDER/STATE MEASURE PROONENT</th>
<th>ELECTIVE OFFICE, CANDIDACY OR MEASURE (INCLUDE DISTRICT OR COUNTY, AS APPLICABLE)</th>
<th>YEAR OF ELECTION</th>
<th>PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- List the financial institution where the campaign bank account is located (controlled "candidate election" committees only)

<table>
<thead>
<tr>
<th>NAME OF FINANCIAL INSTITUTION</th>
<th>AREA CODE/PHONE</th>
<th>BANK ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo Bank</td>
<td>(415) 885-1488</td>
<td>2328463454</td>
</tr>
</tbody>
</table>

ADDRESS
2020 Market Street
San Francisco, CA, 94114

Primary-Purpose Committee — Primarily formed to support or oppose specific candidates or measures in a single election. List below.

<table>
<thead>
<tr>
<th>CANDIDATE(S) NAME OR MEASURE(S) FULL TITLE (INCLUDE BALLOT NO. OR LETTER)</th>
<th>CANDIDATE(S) OFFICE, CANDIDACY OR MEASURE(S) JURISDICTION (INCLUDE DISTRICT NO., CITY OR COUNTY, AS APPLICABLE)</th>
<th>SUPPORT</th>
<th>OPPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008 San Francisco City College Bond Measure (ballot letter TBD)</td>
<td>City and County of San Francisco</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Atttn: Mr. Herman

From: Amy
EXHIBIT 8

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
May 16, 2005

Stephen Herman
Assistant Treasurer
Committee to Support Our City College
415 Belvedere Street
San Francisco, CA 94117

Re: Letter of Disengagement

Dear Stephen:

As the scope of my services has been completed, please find the enclosed billing statement and the Fair Political Practice Commission’s Manual for Ballot Measure Committees. Listed below is the Committee’s FPPC Identification Number:

FPPC # 1276564

As you and Peter know, the Committee is obligated to file campaign finance disclosure statements. The enclosed FPPC Manual explains the filing requirements and other applicable laws governing the Committee’s activities.

Should you have any questions, or determine that you will retain my services in the future, please do not hesitate to contact me. It was a pleasure working with you, and on behalf of such a worthy effort.

Sincerely yours,

[Signature]

STEVE NGO

Encl.
July 29, 2005

The Bean Scene
186 South Murphy Avenue
Sunnyvale, CA 94086

Re: Notice to Major Contributors

Dear Sir or Madam:

I have been asked by the Committee to Support Our City College to prepare its semi-annual campaign finance report for the period covering January 1, 2005 through June 30, 2005.

It has recently come to my attention that The Bean Scene contributed $20,000 to the Committee on April 22, 2005. On behalf of the Treasurer of the Committee, I am writing to notify you of the following:

If your contributions (including fundraiser tickets, loans, loan guarantees, and payments for goods or services) to or at the behest of state and local candidates and committees total $10,000 or more in a calendar year, the Political Reform Act of 1974 requires that you file campaign statements. For more information, contact your city or county clerk, or call the Fair Political Practices Commission at 1-866-275-3772.

Thank you for your contribution to the Committee to Support Our City College. If you have any questions, please do not hesitate to contact me.

Sincerely yours,

STEVE NGO

cc: Peter Goldstein
Recipient Committee
Campaign Statement
Cover Page
(Government Code Sections 84220 - 84216.5)

Statement covers period:
From 01/01/2005
Through 06/30/2005

Date of Election if applicable:
November 7, 2006

1. Type of Recipient Committee:
☐ Officeholder, Candidate Controlled Committee
☐ State Candidate Election Committee
☐ Recall
☒ Primary Formed Ballot Measure Committee
☐ Sponsored
☐ General Purpose Committee
☐ Small Contributor Committee
☐ Political Party/Principal Committee

2. Type of Statement:
☐ Pre-election Statement
☐ Semi-annual Statement
☐ AIA Form 410 Termination
☐ Amendment (Explain Below)

3. Committee Information
ID NUMBER: PEN1117
COMMITTEE INFORMATION (OR CANDIDATE'S NAME IF NO COMMITTEE):
Committee to Support Our City College

STREET ADDRESS (NO P.O. BOX)
325 Buckingham Way # 604
San Francisco, CA 94132

MAILING ADDRESS (DIFFERENT R. D. AND STREET OR P.O. BOX)
325 Buckingham Way # 604
San Francisco, CA 94132

Optional: FAX/E-MAIL ADDRESS

4. Verification
I have used all reasonable diligence in preparing and reviewing this statement and to the best of my knowledge the information contained herein and in the attached schedules is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Signatures and Dates]

Treasurer(s)
NAME OF TREASURER
Mr. Peter Goldstein
Mailing Address
325 Buckingham Way # 604
San Francisco, CA 94132
415/661-6152

NAME OF ASSISTANT TREASURER, IF ANY
Mr. Stephen Herman
Mailing Address
415 Belvedere Street
San Francisco, CA 94117
415/661-4815

[FPCC Form 460 (January 05)]
FPCC-Typ Free Engine: 5654/461/FPCC 090625/1572
### 5. Officeholder or Candidate Controlled Committee

<table>
<thead>
<tr>
<th>NAME OF OFFICEHOLDER OR CANDIDATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OFFICE SOUGHT OR HELD (INCLUDE LOCATION AND DISTRICT NUMBER IF APPLICABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESIDENTIAL/BUSINESS ADDRESS (NO AND STREET)</td>
</tr>
</tbody>
</table>

**Related Committees Not Included in this Statement:**
List any committees not included in this statement that are controlled by you or are primarily formed to receive contributions or make expenditures on behalf of your candidate.

<table>
<thead>
<tr>
<th>COMMITTEE NAME</th>
<th>I.D. NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME OF TREASURER</th>
<th>CONTROLLED COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMITTEE ADDRESS STREET ADDRESS (NO P.O. BOX)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>AREA CODE/PHONE</th>
</tr>
</thead>
</table>

### 6. Primarily Formed Ballot Measure Committee

<table>
<thead>
<tr>
<th>NAME OF BALLOT MEASURE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BALLOT NO. OR LETTER</th>
<th>JURISDICTION</th>
<th>SUPPORT</th>
<th>OPPOSE</th>
</tr>
</thead>
</table>

**Identify the controlling officeholder, candidate, or state measure proponent, if any.**

<table>
<thead>
<tr>
<th>NAME OF OFFICEHOLDER, CANDIDATE, OR PROponent</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OFFICE SOUGHT OR HELD</th>
<th>DISTRICT NO. IF ANY</th>
</tr>
</thead>
</table>

### 7. Primarily Formed Candidate/Officeholder Committee

**List names of officeholder(s) or candidate(s) for which this committee is primarily formed.**

<table>
<thead>
<tr>
<th>NAME OF OFFICEHOLDER OR CANDIDATE</th>
<th>OFFICE SOUGHT OR HELD</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SUPPORT</th>
<th>OPPOSE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OFFICE SOUGHT OR HELD</th>
<th>DISTRICT NO. IF ANY</th>
</tr>
</thead>
</table>
### Contributions Received

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monetary Contributions</td>
<td>$20,100.00</td>
<td>$20,100.00</td>
</tr>
<tr>
<td>2</td>
<td>Loans Received</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>SUBTOTAL CASH CONTRIBUTIONS</td>
<td>$20,100.00</td>
<td>$20,100.00</td>
</tr>
<tr>
<td>4</td>
<td>Nonmonetary Contributions</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>TOTAL CONTRIBUTIONS RECEIVED</td>
<td>$20,100.00</td>
<td>$20,100.00</td>
</tr>
</tbody>
</table>

### Expenditures Made

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Cash Payments</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>7</td>
<td>SUBTOTAL CASH PAYMENTS</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>8</td>
<td>Noncash Expenditures (Unpaid Bills)</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>TOTAL EXPENDITURES MADE</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

### Current Cash Statement

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Cash Receipts</td>
<td>$20,100.00</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Miscellaneous Increases to Cash</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>CASH PAYMENTS</td>
<td>$250.00</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>ENDING CASH BALANCE</td>
<td>$19,850.00</td>
<td></td>
</tr>
</tbody>
</table>

To calculate Column B, add amounts in Column A to the corresponding amounts from Column B of prior period reports. Some amounts in Column A may be negative figures that should be subtracted from previous period amounts. If this is the first report being filed for this calendar year, only carry over the amount from Line 2 of Form 400, and 0 if any.

### Expenditure Limit Summary for State Candidates

<table>
<thead>
<tr>
<th>Date of Election</th>
<th>Total To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### General Notes

- All figures should be entered in dollars and cents.
- Values should be rounded to the nearest whole number.
- For noncash expenditures and miscellaneous increases to cash, a value of 0.00 should be entered.
- If this is a termination statement, Line 16 must be zero.

### Cash Equivalents and Outstanding Debt

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Cash Equivalents</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>Outstanding Debt</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
### Schedule A

**Monetary Contributions Received**

**Committee to Support Our City College**

<table>
<thead>
<tr>
<th>DATE RECEIVED</th>
<th>FULL NAME, MAILING ADDRESS AND ZIP CODE OF CONTRIBUTOR</th>
<th>CONTRIBUTOR</th>
<th>IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (OR SELF-EMPLOYED, ENTER NAME OF BUSINESS)</th>
<th>AMOUNT RECEIVED THIS PERIOD</th>
<th>CUMULATIVE TO DATE CALENDAR YEAR (JAN 1 - DEC 31)</th>
<th>PER ELECTION TO DATE (IF REQUIRED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/22/2005</td>
<td>The Bean Scene</td>
<td></td>
<td></td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>186 South Murphy Avenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sunnyvale, CA 94086</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/19/2005</td>
<td>Mr. Peter Goldstein</td>
<td></td>
<td></td>
<td>$100.00</td>
<td>$100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>325 Buckingham Way</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td># 504</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94132</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Schedule A Summary

1. Amount received this period - itemized monetary contributions (include all Schedule A subtotals).
   
   $20,100.00

2. Amount received this period - unitemized monetary contributions of less than $100.
   
   $0.00

3. Total monetary contributions received this period.

   (Add Lines 1 and 2. Enter here and on the Summary Page, Column A, Line 1.)

   TOTAL $20,100.00

---

**Contributor Codes**

- IND - Individual
- COM - Candidate Committee (other than PTY or SCC)
- OTH - Other (e.g., business entity)
- PTY - Political Party
- SCC - Special Committee
### Schedule E
#### Payments Made

**NAME OF FILER**

Committee to Support Our City College

**CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- CMP campaign paraphernalia
- CNS campaign consultants
- CTB contribution (except monetary)
- CVG contributions
- FBL candidate filing/ballot fees
- FND fundraising events
- IND independent expenditure supporting/OPPosing others (except monetary)
- LBG legal defense
- LIT campaign literature and mailings
- MBR member communications
- MTC meetings and appearances
- OPE office expenses
- PET payroll expenses
- PHD phone banks
- POL polling and survey research
- POS postage, delivery and messenger services
- PRO professional services (legal, accounting)
- PRT print ads
- RAO radio airtime and production costs
- RFD retained communications
- SAL campaign workers salaries
- SEL 1st or 2nd time and production costs
- TEC candidate travel, lodging and meals
- TES staff/polling travel, lodging and meals
- TSP transfer between committees of the same candidate/opponent
- VGT voter registration
- WBG information technology costs (internet, e-mail)

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PAYEE</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Ngo, Esq.</td>
<td>PRO</td>
<td>Campaign Committee Filing</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

**Schedule E Summary**

1. Itemized payments made this period. (Include all Schedule E subtotals) .......................................................... $250.00
2. Unitemized payments made this period of under $100 .......................................................... $0.00
3. Total interest paid this period on loans. (Enter amount from Schedule B, Part 1, Column (e)) .......................................................... $0.00
4. Total payments made this period. (Add lines 1, 2 and 3. Enter here and on Summary Page, Column A, Line 6) ................................. TOTAL $250.00
July 1, 2005

Peter Goldstein,
Committee to Support Our City College, (ID# PEN1117)
325 Buckingham Way #604
San Francisco, CA

Dear Treasurer/Candidate:

Re: Courtesy Reminder Notice
July 31st Filing Deadline for 2005 First Semi-Annual Campaign Statement

This letter provides important information about certain upcoming filing deadlines and filing obligations under state and local law. You may be subject to additional obligations not described below. If you have questions on any of these matters, please contact Commission staff at (415) 581-2300.

**July 31st Filing Deadline for 2005 First Semi-Annual Campaign Statement**

You and/or your committee may be required to file a semi-annual campaign statement with the Ethics Commission no later than 5:00 p.m. on August 1, 2005 for the reporting period covering from January 1, 2005 to June 30, 2005. Depending on the filer, a Form 425, 450, 460, or 470 must be filed*. The Commission requires that you file an original and two copies of each report. Campaigns may obtain forms at the Fair Political Practices Commission (FPPC) web site: http://www.fppc.ca.gov/index.htm?id=234.

In addition to paper reports, local filers who receive contributions or make independent expenditures totaling $5,000 or more in a calendar year must file electronic copies of their Form 460. Also, local filers who were required to submit electronic statements in 2003 or 2004 must continue to file electronically. There are two ways to comply with this requirement:

1. **Internet Filing.** Campaigns may elect to use the Commission's free On-Line Filing System (OLFS). A demonstration and an instructional manual on the system are available on the Commission's web site at http://www.sfgov.org/site/ethics_page.asp?id=13911. Please contact the Commission at (415) 581-2300 to learn how to obtain an Internet filing account.

   *a. Non-candidate committees must file one of the following forms: 425 Semi-Annual Statement of No Activity; 450 Recipient Committee Campaign Statement-Short Form; or 460 Recipient Committee Campaign Statement.
   b. Candidate/Officeholder committees must file Form 450 Recipient Committee Campaign Statement.
   c. Officeholders without existing committees and who earn $200 or more per month must file Form 470 Officeholder and Candidate Campaign Statement-Short Form covering the 2005 calendar year. In addition, candidates for the November 8, 2005 election who do not have a committee but whom have by 6/30/05 either filed a Form 501 Candidate Intention Statement or spent any money under $1,000 towards their candidacy must file a Form 470 Officeholder and Candidate Campaign Statement-Short Form for the 2005 calendar year.

30 Van Ness Avenue, Suite 3900 • San Francisco, CA 94102-6027 • Phone (415) 581-2300 • Fax (415) 581-2317
E-Mail Address: ethics.commission@sfgov.org • Web site: sfgov.org/ethics

RECEIVED TIME 12 JUL 12:29 PM
PRINT TIME 12 JUL 12:33 PM
In an effort to conserve resources, the Commission is changing the way it is sending out courtesy notices regarding upcoming filing deadlines for campaign reports. Please read the following and take appropriate steps to ensure that you continue to receive courtesy notices.

1. The Commission will post on its website calendar the dates on which campaign reports are due. You may check the Commission’s calendar at the following web address: http://www.sfgov.org/site/ethics_page.asp?id=30722. In addition, you may view these deadlines at the FPPC’s website at: http://www.fppc.ca.gov/index.html?id=222.

2. You may sign up with the Commission’s group list to receive e-mail courtesy notices at: ethics.notices@sfgov.org. Both the treasurer and candidate need to submit their e-mail addresses in order to receive notices. You may wish to add other e-mail addresses to ensure that you receive the notices.

3. The Commission will no longer send you courtesy notices via U.S. mail unless you affirmatively request that it continue to do so. If you request that the Commission continue to send you courtesy notices by U.S. mail, please check the box below, fill out the information, and return this page to the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102.

If you have questions, please contact the Commission’s Campaign Finance Officer, Sarah Leah Dang, at (415) 581-2300.

Sincerely,

[Signature]

John St. Croix
Executive Director

☐ Until further notice, I request that the Ethics Commission continue to send courtesy notices about filing deadlines to me by U.S. mail. Please print clearly:

Name of committee: ___________________________________________________________

Address of committee: _________________________________________________________

City, State, Zip: _______________________________________________________________

Telephone Number: __________________________ (_______)

Fax Number: __________________________ (_______)

Print Your Name: ____________________________________________________________

Signature: ___________________________________________________________________

Date: _______________________________________________________________________

RECEIVED TIME JUL 12, 1:29PM
PRINT TIME JUL 12, 1:31PM
EXHIBIT 11

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”

APPENDIX - JANUARY 9, 2008
Date: Thu, 4 Aug 2005 12:29:28 -0700 (PDT)

From: "Steve Ngo" <sn@stenvengo.com>

Subject: Research Question

To: pgoldste@ccsf.edu

Peter:

Did some additional research, and identified the relevant code here. California Education Code Section 7054 restricts the use of community college district funds "for the purpose of urging the support or defeat of any ballot measure..." Some cases, not dealing with this code, but useful nonetheless, have defined such use as relating solely to express advocacy. It is unclear where polling fits in here, especially the polling already performed, but in other contexts (candidates), the more the polling questions relate to the particular candidate and his or her qualifications, the more "political" the nature of the expense. There may also be a temporal issue here, i.e., the information derived from the poll, if later used in a direct mail piece, could be construed as a violation of the statute. In any case, under a plain reading of the statute, paying for polling can readily be interpreted as being used for the purpose of urging the support or defeat of any ballot measure..." For these reasons, I would advise again to keep the polling activity and financing separate.

Below is the full text of the section:

7054. (a) No school district or community college district funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the district.

(b) Nothing in this section shall prohibit the use of any of the public resources described in subdivision (a) to provide information to the public about the possible effects of any bond issue or other ballot measure if both of the following conditions are met:

(1) The informational activities are otherwise authorized by the Constitution or laws of this state.

(2) The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.

(c) A violation of this section shall be a misdemeanor or felony punishable by imprisonment in the county jail not exceeding one year or by a fine not exceeding one thousand dollars ($1,000), or by both, or imprisonment in a state prison for 16 months, or two or three years.

NOTICE TO RECIPIENT(S):
This e-mail message and any attachments are intended only for the use of the addressee named above and contain information that is privileged and confidential. If you are not the intended recipient, any dissemination, distribution, or copying is strictly unauthorized and prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this e-mail message or by telephone.

Thank you.

Steve Ngo
Attorney at Law
633 Post Street, Suite 133
Tel: 415.788.9007 | Fax: 415.788.9009
E-mail: sn@stenvengo.com
EXHIBIT 12

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
Statement of Organization Recipient Committee

Statement Type: Initial
Not yet qualified

Amendment
Unltd. number:

Termination - See Form 460
Unltd. number:

Date qualified as committee:
01/31/2005

Date qualified as committee (if applicable):

Date of Termination:

1. Committee Information

NAME OF COMMITTEE
COMMITTEE TO SUPPORT OUR CITY COLLEGE

STREET ADDRESS (NO PO. BOX)
150 POST STREET, SUITE 405

CITY:
SAN FRANCISCO, CA 94110

STATE:
ZIP CODE:
AREA CODE/PHONE:

MAILING ADDRESS (OF DIFFERENT)

CITY:
SAN FRANCISCO, CA 94110

STATE:
ZIP CODE:
AREA CODE/PHONE:

COUNTY OF DOMICILE:
SAN FRANCISCO

COUNTY WHERE COMMITTEE IS ACTIVE IF DIFFERENT THAN COUNTY OF DOMICILE:

Optional FAX/EMAIL ADDRESS:

2. Treasurer and Other Principal Officers

NAME OF TREASURER
MR. TIM WOJIREK
STREET ADDRESS
975 DONAHUE STREET
CITY
SAN FRANCISCO, CA 94113
STATE:
ZIP CODE:
AREA CODE/PHONE:
(415) 541-9900

NAME OF ASSISTANT TREASURER, Etc.
MR. KEVIN DRINNAN, Etc.
STREET ADDRESS
150 POST STREET, SUITE 405
CITY
SAN FRANCISCO, CA 94110
STATE:
ZIP CODE:
AREA CODE/PHONE:
(415) 732-7705

NAME AND POSITION OF OTHER PRINCIPAL OFFICER(S), IF APPLICABLE:

MAILING ADDRESS:

CITY:
STATE:
ZIP CODE:
AREA CODE/PHONE:

3. Verification

I have used all reasonable diligence in preparing this statement and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 01/31/2005

By: [Signature]

[Signature of Treasurer or Assistant Treasurer]

[Signature of Controlling Officerholder, Candidate, or State Measure Proponent]

[Signature of Controlling Officerholder, Candidate, or State Measure Proponent]

[Signature of Controlling Officerholder, Candidate, or State Measure Proponent]

FPPC Form 410 (Jan/001)
FPPC Toll-Free Helpline: 866/ABK-FPPC
Statement of Organization Recipient Committee

4. Type of Committee Complete the applicable sections.

**Controlled Committee**

- List the name of each controlling officeholder, candidate, or state measure proponent. If candidate or officeholder controlled, also list the elective office sought or held, and district number, if any, and the year of the election.
- List the political party with which each officeholder or candidate is affiliated or check "Non-Partisan."
- If this committee acts jointly with another controlled committee, list the name and identification number of the other controlled committee.

<table>
<thead>
<tr>
<th>NAME OF CANDIDATE/OFFICEHOLDER/STATE MEASURE PROponent</th>
<th>ELECTIVE OFFICE SOURCED OR HELD (INCLUDE DISTRICT NUMBER IF APPLICABLE)</th>
<th>YEAR OF ELECTION</th>
<th>PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- List the financial institution where the campaign bank account is located (controlled "candidate election" committees only)

<table>
<thead>
<tr>
<th>NAME OF FINANCIAL INSTITUTION</th>
<th>AREA CODE/PHONE</th>
<th>BANK ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>WELLS FARGO BANK</td>
<td>415-392-1456</td>
<td>262-8494534</td>
</tr>
<tr>
<td>ADDRESS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020 MARKET STREET</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STATE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZIP CODE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Primarily Formed Committee** Primarily formed to support or oppose specific candidates or measures in a single election. List below:

<table>
<thead>
<tr>
<th>CANDIDATE(S) NAME OR MEASURE(S) FULL TITLE (INCLUDE BALLOT NO. OR LETTER)</th>
<th>CANDIDATE(S) OFFICE SOURCED OR HELD OR MEASURE(S) JURISDICTION (INCLUDE DISTRICT NO., CITY OR COUNTY, AS APPLICABLE)</th>
<th>CHECK ONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>SUPPORT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OPPOSE</td>
</tr>
</tbody>
</table>

www.netlife.com
4. Type of Committee (Continued)

- **General Purpose Committee**: Not formed to support or oppose specific candidates or measures in a single election. Check only one box:
  - [ ] CITY Committee
  - [ ] COUNTY Committee
  - [ ] STATE Committee

**PROVIDE BRIEF DESCRIPTION OF ACTIVITY**

- **Sponsored Committee**: List additional sponsors on an attachment.

**NAME OF SPONSOR**

**STREET ADDRESS**

**NO. AND STREET**

**CITY**

**STATE**

**ZIP CODE**

**Small Contributor Committee**

[ ]    [ ]

Data qualified

Check box and provide the date this committee qualified as a small contributor committee, if the committee qualified as a small contributor committee on January 1, 2001, enter 1/1/01.

5. Termination Requirements

- By signing the verification, the treasurer, assistant treasurer, and/or candidate, officeholder, or proponent certify that all of the following conditions have been met:
  - This committee has ceased to receive contributions and make expenditures;
  - This committee does not anticipate receiving contributions or making expenditures in the future;
  - This committee has eliminated or has no intention or ability to discharge all debts, loans received, and other obligations;
  - This committee has no surplus funds; and
  - This committee has filed all campaign statements required by the Political Reform Act disclosing all reportable transactions.

- There are restrictions on the disposition of surplus campaign funds held by elected officers who are leaving office and by defeated candidates. Refer to Government Code Section 89519.

- Additional filing obligations will be incurred if, after terminating, the committee receives or spends any funds, or receives the forgiveness of a loan, repayments of loans made to others, or any other receipts.
EXHIBIT 13

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date Posted</th>
<th>Check Amount</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1005</td>
<td>06/30/05</td>
<td>$20,000.00</td>
<td>EXPANDED BUSINESS CHECKING 262-445300</td>
</tr>
</tbody>
</table>

**COMMITTEE TO SUPPORT OUR CITY COLLEGE**

Payee: University of Utah

For: The Trust Fund and the Hollans

© 1995 - 2004 Wells Fargo. All rights reserved.
CR85031
EXHIBIT 15

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
Recipient Committee
Campaign Statement
Cover Page
(Division 9 Code Sections 81300-81420)

Statement covers period from 07/01/2005 through 09/24/2005

1. Type of Recipient Committee:
   - (Check all that apply)
   - #1: Specifically Formed Bid-Restructure Committee
   - #2: Specifically Formed Candidate Election Committee
   - #3: Joint Campaign Committee
   - General Purpose Committee
   - #4: Small Contributor Committee
   - #5: Political Party/Central Committee

2. Type of Statement:
   - (Check all that apply)
   - #1: Pre-election Statement
   - #2: Semi-annual Statement
   - #3: Report of Election Expenses
   - #4: Post-election Statement
   - #5: Candidate Statement
   - #6: October 1st Financial Report
   - #7: Supplemental Financial Report

3. Committee Information
   - L.O. Number: 1276554
   - Committee Information: (or Candidate's Name if No Committee)
   - COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A

   STRENGTH ADDRESS (NO P.O. BOX)
   150 POST STREET, SUITE 405
   SAN FRANCISCO, CA 94110

   Mailing Address (if different) NO. AND STREET OR P.O. BOX
   150 POST STREET, SUITE 405
   SAN FRANCISCO, CA 94110

   CITY STATE ZIP CODE AREA CODE/PHONE
   SAN FRANCISCO CA 94110 (415) 733-7700

   Optional Fax/E-mail Address

4. Verification
   I have used all reasonable diligence in preparing and reviewing this statement and to the best of my knowledge the information contained herein and in the attached schedules is true and complete. I certify under penalty of perjury that the laws of the State of California that this statement is true and correct.

   Exacted on ____________
   ______________________
   ______________________

   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________

   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________

   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________

   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________

   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________

   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
   ______________________
5. Officeholder or Candidate Controlled Committee

<table>
<thead>
<tr>
<th>NAME OF OFFICEHOLDER OR CANDIDATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICE SOUGHT OR HELD (INCLUDE LOCATION AND DISTRICT NUMBER IF APPLICABLE)</td>
</tr>
<tr>
<td>RESIDENTIAL/BUSINESS ADDRESS (IN AND STREET)</td>
</tr>
</tbody>
</table>

Related Committees Not Included in this Statement: List any committees not included in this statement that are controlled by you or are publicly formed to receive contributions or make expenditures on behalf of your candidacy.

<table>
<thead>
<tr>
<th>COMMITTEE NAME</th>
<th>ID NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF TREASURER</td>
<td>CONTROLLED COMMITTEE?</td>
</tr>
<tr>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>COMMITTEE ADDRESS STREET ADDRESS (NO P.O. BOX)</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
</tbody>
</table>

8. Primarily Formed Ballot Measure Committee

<table>
<thead>
<tr>
<th>NAME OF BALLOT MEASURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMUNITY COLLEGE DISTRICT GENERAL OBLIGAT</td>
</tr>
<tr>
<td>BALLOT NO. OR LETTER</td>
</tr>
<tr>
<td>PRO</td>
</tr>
</tbody>
</table>

Identify the sponsoring officeholder, candidate, or state measure sponsor, if any.

| NAME OF OFFICEHOLDER, CANDIDATE OR PROPOSER |
| OFFICE SOUGHT OR HELD | DISTRICT NO. OR ANY |

7. Primarily Formed Candidate/Officeholder Committee (list names of officeholder(s) or candidate(s) for which this committee is primarily formed.

<table>
<thead>
<tr>
<th>NAME OF OFFICEHOLDER OR CANDIDATE</th>
<th>OFFICE SOUGHT OR HELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPORT</td>
<td>OPPONENT</td>
</tr>
</tbody>
</table>
### Campaign Disclosure Statement

**Summary Page**

**NAME OF FILER**  
COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A

#### Contributions Received

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Monetary Contributions</td>
<td>Schedule A, Line 3</td>
</tr>
<tr>
<td>2. Loans Received</td>
<td>Schedule B, Line 3</td>
</tr>
<tr>
<td>3. TOTAL CASH CONTRIBUTIONS</td>
<td>Add Lines 1 + 2</td>
</tr>
<tr>
<td>4. Nonmonetary Contributions</td>
<td>Schedule C, Line 3</td>
</tr>
<tr>
<td>5. TOTAL CONTRIBUTIONS RECEIVED</td>
<td>Add Lines 3 + 4</td>
</tr>
</tbody>
</table>

#### Expenditures Made

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Cash Payments</td>
<td>Schedule E, Line 4</td>
</tr>
<tr>
<td>7. Loans Made</td>
<td>Schedule F, Line 5</td>
</tr>
<tr>
<td>8. TOTAL CASH PAYMENTS</td>
<td>Add Lines 6 + 7</td>
</tr>
<tr>
<td>9. Accrued Expenses (Unpaid OBL)</td>
<td>Schedule F, Line 9</td>
</tr>
<tr>
<td>10. Nontemporary Adjustments</td>
<td>Schedule G, Line 9</td>
</tr>
<tr>
<td>11. TOTAL EXPENDITURES MADE</td>
<td>Add Lines 8 + 9 + 10</td>
</tr>
</tbody>
</table>

#### Current Cash Statement

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. Beginning Cash Balance</td>
<td>Previous Summary Page, Line 16</td>
</tr>
<tr>
<td>13. Cash Receipts</td>
<td>Column A, Line 3 above</td>
</tr>
<tr>
<td>14. Net Change in Cash</td>
<td>Schedule I, Line 4</td>
</tr>
<tr>
<td>15. Cash Payments</td>
<td>Column A, Line 5 above</td>
</tr>
<tr>
<td>16. Ending Cash Balance</td>
<td>Add Lines 12 + 14 + 15</td>
</tr>
</tbody>
</table>

#### Calendar Year Summary for Candidates

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. Contributions Received</td>
<td>$0.00</td>
</tr>
<tr>
<td>21. Expenditures Made</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

#### Expenditure Limit Summary for State Candidates

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>32. Cumulative Expenditures Made (in Bold in Tabular Disclosure Line)</td>
<td>$51,306.68</td>
</tr>
<tr>
<td>Date of Election (yearly)</td>
<td>Total To Date</td>
</tr>
</tbody>
</table>

**FPPC**  
File No. 1087474/460/8281717210

**Note:** The section may be included in annual reports in column B.
### Schedule A
#### Monetary Contributions Received

**Statement cover period**
- **from**: 07/01/2005
- **through**: 09/24/2005

**Committee to Support Our City College - Y2S on A**

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Full Name, Mailing Address and ZIP Code of Contributor</th>
<th>Contributions Code</th>
<th>Individual, Entity</th>
<th>Amount Received This Period</th>
<th>Cumulative to Date Calendar Year (Jan 1 - DEC 31)</th>
<th>Per Election to Date (if recorded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/02/2005</td>
<td>UNDERWOOD AND ROSENBLUM, INC. SAN JOSE, CA 95131</td>
<td>1 IND 1 COM 1 OTH 1 PTY</td>
<td>1 IND 1 COM 1 OTH 1</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/03/2005</td>
<td>KAPLAN, MCLAUGHLIN, DIAZ SAN FRANCISCO, CA 94111</td>
<td>X IND X COM</td>
<td>1 IND 1 COM 1 OTH 1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/03/2005</td>
<td>MAY FONG REDWOOD CITY, CA 94065</td>
<td>X IND X COM</td>
<td>1 IND 1 COM 1 OTH 1</td>
<td>$200.00</td>
<td>$200.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/02/2005</td>
<td>STUBBS AND LEONE WALNUT CREEK, CA 94596</td>
<td>1 IND X COM 1 OTH 1</td>
<td>1 IND 1 COM 1 OTH 1</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/02/2005</td>
<td>JANE SMED SAN FRANCISCO, CA 94131</td>
<td>1 IND X COM 1 OTH 1</td>
<td>1 IND 1 COM 1 OTH 1</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Schedule A Summary**

1. Amount received this period - itemized monetary contributions.
   (Include all Schedule A subtotals) .................................................. $66,063.88

2. Amount received this period - unitemized monetary contributions of less than $100 ........................................ $550.00

3. Total monetary contributions received this period.
   (Add Lines 1 and 2. Enter here and on the Summary Page, Column A, Line 1.) .......................................................... TOTAL $66,618.88

---

*CA- Contribution*  
*IND- Individual*  
*CDM- Corporate Donor*  
*OTH- Other (e.g., business entity)*  
*PTY- Political Party*  
*SOC- Social Security Number*
<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Mailing Address</th>
<th>Occupation</th>
<th>Amount Received This Period</th>
<th>Cumulative to Date Calendar Year (Jan 1 - Dec 31)</th>
<th>Per Election to Date (If Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/07/2005</td>
<td>DONALD LIND</td>
<td>SAN FRANCISCO, CA 94103</td>
<td>DIRECTOR</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/07/2005</td>
<td>STEVEN HALE</td>
<td>SAN FRANCISCO, CA 94105</td>
<td>MANAGER</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/07/2005</td>
<td>NATALIE BERG</td>
<td>SAN FRANCISCO, CA 94117</td>
<td>BOARD MEMBER</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/07/2005</td>
<td>CHI WING TSAO</td>
<td>OAKLAND, CA 94611</td>
<td>COLLEGE</td>
<td>$388.88</td>
<td>$388.88</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/07/2005</td>
<td>DR. PHILIP DAY JR.</td>
<td>SAN FRANCISCO, CA 94109</td>
<td>CHANCELLOR</td>
<td>$250.00</td>
<td>$1,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal 5 1,538.88
<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Position</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>00/07/2005</td>
<td>Rodell Dodds</td>
<td>San Francisco, CA 94127</td>
<td>$20,000</td>
</tr>
<tr>
<td>00/07/2005</td>
<td>Carl Jev</td>
<td>San Rafael, CA 94903</td>
<td>$0</td>
</tr>
<tr>
<td>00/06/2005</td>
<td>Steven Eubling</td>
<td>Petaluma, CA 94952</td>
<td>$0</td>
</tr>
<tr>
<td>00/06/2005</td>
<td>William Goodwin</td>
<td>Oakland, CA 94611</td>
<td>$0</td>
</tr>
<tr>
<td>00/06/2005</td>
<td>Paul Rieson</td>
<td>San Francisco, CA 94117</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Subtotal:** $20,000
## Schedule A
### Monetary Contributions Received

<table>
<thead>
<tr>
<th>DATE RECEIVED</th>
<th>FULL NAME, MAILING ADDRESS AND ZIP CODE OF CONTRIBUTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/08/2005</td>
<td>LAWRENCE KLEIN, SAN FRANCISCO, CA 94103</td>
</tr>
<tr>
<td></td>
<td>IND: DEAN, CITY COLLEGE OF SAN FRANCISCO</td>
</tr>
<tr>
<td></td>
<td>DCM:</td>
</tr>
<tr>
<td></td>
<td>DTH:</td>
</tr>
<tr>
<td></td>
<td>PTY:</td>
</tr>
<tr>
<td></td>
<td>SCC:</td>
</tr>
<tr>
<td></td>
<td>AMOUNT RECORDED: $250.00</td>
</tr>
<tr>
<td></td>
<td>CUMULATIVE TO DATE: $250.00</td>
</tr>
<tr>
<td></td>
<td>PER ELECTION TO DATE: $0.00</td>
</tr>
<tr>
<td>09/08/2005</td>
<td>KATHLEEN SULLIVAN ALIOTO, SAN FRANCISCO, CA 94115</td>
</tr>
<tr>
<td></td>
<td>IND: COLLEGE ADMINISTRATOR, CITY COLLEGE OF SAN</td>
</tr>
<tr>
<td></td>
<td>FRANCISCO</td>
</tr>
<tr>
<td></td>
<td>DCM:</td>
</tr>
<tr>
<td></td>
<td>DTH:</td>
</tr>
<tr>
<td></td>
<td>PTY:</td>
</tr>
<tr>
<td></td>
<td>SCC:</td>
</tr>
<tr>
<td></td>
<td>AMOUNT RECORDED: $500.00</td>
</tr>
<tr>
<td></td>
<td>CUMULATIVE TO DATE: $500.00</td>
</tr>
<tr>
<td></td>
<td>PER ELECTION TO DATE: $0.00</td>
</tr>
<tr>
<td>09/08/2005</td>
<td>ANN CLARK, SAN FRANCISCO, CA 94127</td>
</tr>
<tr>
<td></td>
<td>IND: FACULTY, CITY COLLEGE OF SAN FRANCISCO</td>
</tr>
<tr>
<td></td>
<td>DCM:</td>
</tr>
<tr>
<td></td>
<td>DTH:</td>
</tr>
<tr>
<td></td>
<td>PTY:</td>
</tr>
<tr>
<td></td>
<td>SCC:</td>
</tr>
<tr>
<td></td>
<td>AMOUNT RECORDED: $200.00</td>
</tr>
<tr>
<td></td>
<td>CUMULATIVE TO DATE: $200.00</td>
</tr>
<tr>
<td></td>
<td>PER ELECTION TO DATE: $0.00</td>
</tr>
<tr>
<td>09/08/2005</td>
<td>MCCARTHY BUILDING COMPANIES, INC., SAN FRANCISCO, CA 94104</td>
</tr>
<tr>
<td></td>
<td>IND:</td>
</tr>
<tr>
<td></td>
<td>DCM:</td>
</tr>
<tr>
<td></td>
<td>DTH:</td>
</tr>
<tr>
<td></td>
<td>PTY:</td>
</tr>
<tr>
<td></td>
<td>SCC:</td>
</tr>
<tr>
<td></td>
<td>AMOUNT RECORDED: $1,500.00</td>
</tr>
<tr>
<td></td>
<td>CUMULATIVE TO DATE: $1,500.00</td>
</tr>
<tr>
<td></td>
<td>PER ELECTION TO DATE: $0.00</td>
</tr>
<tr>
<td>09/08/2005</td>
<td>SCHA ENGINEERS, SAN FRANCISCO, CA 94107</td>
</tr>
<tr>
<td></td>
<td>IND:</td>
</tr>
<tr>
<td></td>
<td>DCM:</td>
</tr>
<tr>
<td></td>
<td>DTH:</td>
</tr>
<tr>
<td></td>
<td>PTY:</td>
</tr>
<tr>
<td></td>
<td>SCC:</td>
</tr>
<tr>
<td></td>
<td>AMOUNT RECORDED: $5,000.00</td>
</tr>
<tr>
<td></td>
<td>CUMULATIVE TO DATE: $5,000.00</td>
</tr>
<tr>
<td></td>
<td>PER ELECTION TO DATE: $0.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL:** $7,700.00
## Schedule A
### Monetary Contributions Received

<table>
<thead>
<tr>
<th>Date</th>
<th>Full Name, Mailing Address and ZIP Code of Contributor (as required)</th>
<th>Contributor Code</th>
<th>If Any Individual, Enter Occupation and Employer of Self-Employed (Name and Address)</th>
<th>Amount Received This Period</th>
<th>Cumulative to Date Calendar Year (Jan 1 - Dec 31)</th>
<th>Per Election to Date (if required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/08/2005</td>
<td>A &amp; B CONSTRUCTION, INC.</td>
<td>IND</td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94111</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/08/2005</td>
<td>PROVEN MANAGEMENT, INC.</td>
<td>IND</td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94111</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/13/2005</td>
<td>ARCHITECTURAL LIGHTING DESIGN</td>
<td>IND</td>
<td></td>
<td>$200.00</td>
<td>$200.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94107</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/13/2005</td>
<td>BOB DAVIS</td>
<td>IND</td>
<td>FACULTY</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>OAKLAND, CA 94619</td>
<td></td>
<td>CITY COLLEGE OF SAN FRANCISCO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/13/2005</td>
<td>HOLMES CULLEY STRUCTURAL ENGINEERS</td>
<td>IND</td>
<td></td>
<td>$100.00</td>
<td>$100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94104</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal:** $15,450.00
## Schedule A
### Monetary Contributions Received

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Full Name, Mailing Address and ZIP Code of Contributor</th>
<th>Contributor Code*</th>
<th>If an Individual Enter Occupation and Employer (If applicable, Explanatory Note)</th>
<th>Amount Received This Period</th>
<th>Cumulative to Date Calendar Year (Jan 1 - Dec 31)</th>
<th>Notes on Election to Date (If Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/13/2005</td>
<td>THE SHALIECK COLLABORATIVE, INC.</td>
<td></td>
<td></td>
<td>$250.00</td>
<td>$250.00</td>
<td>$1.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94131</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/13/2005</td>
<td>FORELL/ESUSNER ENGINEERS, INC.</td>
<td></td>
<td></td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94111</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/12/2005</td>
<td>TIMMONS DESIGN ENGINEERS, INC.</td>
<td></td>
<td></td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94103</td>
<td>Memo Reference ID Number: INC154</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/13/2005</td>
<td>SHERWOOD DESIGN ENGINEERS</td>
<td></td>
<td></td>
<td>$150.00</td>
<td>$150.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94111</td>
<td>Memo Reference ID Number: INC155</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/13/2005</td>
<td>TOM ELIO FISCH ARCHITECTURE AND INTERIORS</td>
<td></td>
<td></td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94108</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL**  $4,000.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Occupation</th>
<th>Amount</th>
<th>Cumulative to Date</th>
<th>Pay Election to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/13/2003</td>
<td>PAUL ROBERTS AND PARTNERS</td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/13/2003</td>
<td>UMERANI ASSOCIATES, INC. STRUCTURAL ENGINEERS</td>
<td></td>
<td>$100.00</td>
<td>$100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/22/2003</td>
<td>STANLEY ZAKS</td>
<td>ATTORNEY SELF/SAME</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/22/2003</td>
<td>MAMIE HOW</td>
<td>DEAN</td>
<td>$250.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/19/2003</td>
<td>JOHN BILMONT</td>
<td>ADMINISTRATOR</td>
<td>$100.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal: $8,650.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Full Name, Mailing Address and Zip Code of Contributor</th>
<th>Contributor Code*</th>
<th>OCCUPATION AND EMPLOYER OR AGENCY, OR NAME OF BUSINESS (IF INDIVIDUAL)</th>
<th>Amount Received This Period</th>
<th>Cumulative To Date Calendar Year (Jan 1 - Dec 31)</th>
<th>PER ELECTION TO DATE (IF REQUIRED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/19/2005</td>
<td>BREND A BROWN</td>
<td>IND</td>
<td>ADMINISTRATOR CITY COLLEGE OF SAN FRANCISCO</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/19/2005</td>
<td>ESHERICK SPOOF DODG DAVIS</td>
<td>IND</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>09/19/2005</td>
<td>LSM ARCHITECTS</td>
<td>IND</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>09/13/2005</td>
<td>THEATRE PROJECTS CONSULTANTS, INC.</td>
<td>IND</td>
<td>$230.00</td>
<td>$250.00</td>
<td>$0.90</td>
<td></td>
</tr>
<tr>
<td>09/23/2005</td>
<td>PRIORITY PARKING - CA, LLC</td>
<td>IND</td>
<td>$300.00</td>
<td>$500.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL** $6,330.00
### Schedule A
### Monetary Contributions Received

<table>
<thead>
<tr>
<th>DATE RECEIVED</th>
<th>FULL NAME, MAILING ADDRESS AND ZIP CODE OF CONTRIBUTOR (NAME, TITLE, AND ORGANIZATION)</th>
<th>CONTRIBUTOR CODE*</th>
<th>OCCUPATION AND EMPLOYER (IF APPLICABLE, ORGANIZATION)</th>
<th>AMOUNT RECEIVED THIS PERIOD</th>
<th>CUMULATIVE TO DATE CALENDAR YEAR (Jan 1 - Dec 31)</th>
<th>PRIOR ELECTION TO DATE (IF REQUIRED)</th>
</tr>
</thead>
</table>
| 08/05/2005    | DON GRIFFIN  
OAKLAND, CA 94618 | IND  
COM  
OTH  
PTY  
SOC | COLLEGE ADMINISTRATOR  
CITY COLLEGE OF SAN FRANCISCO | $500.00 | $750.00 | $0.00 |
| 08/22/2005    | GUTTMANN & BLAEGC ST CONSULTING ENGINEERS  
SAN FRANCISCO, CA 94133 | IND  
COM  
OTH  
PTY  
SOC | | $500.00 | $500.00 | $0.00 |
| 08/22/2005    | LESLIE SIMON  
SAN FRANCISCO, CA 94110 | IND  
COM  
OTH  
PTY  
SOC | TEACHER  
CITY COLLEGE OF SAN FRANCISCO | $150.00 | $150.00 | $0.00 |
| 08/22/2005    | BRIAN ELLISON  
SAN FRANCISCO, CA 94107 | IND  
COM  
OTH  
PTY  
SOC | DEAN  
CITY COLLEGE OF SAN FRANCISCO | $150.00 | $150.00 | $0.00 |
| 08/22/2005    | ALABAMA STREET PARTNERS, LP  
SAN FRANCISCO, CA 94110 | IND  
COM  
OTH  
PTY  
SOC | | $5,000.00 | $5,000.00 | $0.00 |

**SUBTOTAL:** $6,800.00
<table>
<thead>
<tr>
<th>DATE RECEIVED</th>
<th>FULL NAME, MAILING ADDRESS AND ZIP CODE OF CONTRIBUTOR (OR ENTITY APPLICABLE)</th>
<th>CONTRIBUTOR CODE*</th>
<th>IF AN INDIVIDUAL, GIVE OCCUPATION AND EMPLOYER (IF EMPLOYED, EMPLOYER (IF EMPLOYED))</th>
<th>AMOUNT RECEIVED THIS PERIOD</th>
<th>CUMULATIVE TO DATE CALENDARYEAR (SEP 1 THROUGH)</th>
<th>PER ELECTION TO DATE (IF REQUIRED)</th>
</tr>
</thead>
</table>
| 08/22/2005    | KRISTIN CHARLES
|               | SAN FRANCISCO, CA 94117                                                        | X IN             | ASSOCIATE DEAN
|               | CITY COLLEGE OF SAN FRANCISCO                                                   | $125.00          | $125.00                                                    | $0.00                        |                                               |
| 08/22/2005    | CHARLTON POTCH
|               | GREENBRAS, CA 94904                                                            | X IN             | EDUCATION
|               | ADMINISTRATOR
|               | CITY COLLEGE OF SAN FRANCISCO                                                   | $150.00          | $150.00                                                    | $0.00                        |                                               |
| 08/22/2005    | ANNA NELSON
|               | SAN FRANCISCO, CA 94134                                                        | X IN             | DIRECTOR OF DENTAL
|               | ASSISTING
|               | CITY COLLEGE OF SAN FRANCISCO                                                   | $150.00          | $150.00                                                    | $0.00                        |                                               |
| 08/22/2005    | DR. THOMAS BLAIR
|               | SAN FRANCISCO, CA 94112                                                        | X IN             | FACULTY
|               | CITY COLLEGE OF SAN FRANCISCO                                                   | $100.00          | $100.00                                                    | $0.00                        |                                               |
| 08/22/2005    | STEVEN GLICK
|               | BURLINGAME, CA 94010                                                           | X IN             | DEAN
|               | CITY COLLEGE OF SAN FRANCISCO                                                   | $300.00          | $300.00                                                    | $0.00                        |                                               |

**SUBTOTAL $** 6,025.00
### Schedule A
**Monetary Contributions Received**

**COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A**

<table>
<thead>
<tr>
<th>DATE RECEIVED</th>
<th>FULL NAME, MAILING ADDRESS AND ZIP CODE OF CONTRIBUTOR (AND OTHER INDIVIDUALS SHOWN)</th>
<th>CONTRIBUTOR CODE</th>
<th>OCCUPATION AND EMPLOYER OF INDIVIDUALS SHOWN</th>
<th>AMOUNT RECEIVED THIS PERIOD</th>
<th>CUMULATIVE TO DATE CALENDAR YEAR (JAN 1–DEC 31)</th>
<th>PER ELECTION TO DATE (IF REQUIRED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/22/2005</td>
<td>NADINE ROSENTHAL, 4710 BVL, OAKLAND, CA 94609</td>
<td>IND</td>
<td>TEACHER</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>08/29/2005</td>
<td>NBH SOLUTIONS, LLC, 2840 LAUREL, ORMOND BEACH, FL 32174</td>
<td>IND</td>
<td></td>
<td>$600.00</td>
<td>$600.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>08/29/2005</td>
<td>DR. HENRY AUGUSTINE JR., 119 VINE ST, COLLEGE POINT, FL 33451</td>
<td>IND</td>
<td>COLLEGE</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>08/29/2005</td>
<td>ELIZABETH BRENT, 2215 TARTAGLIA, SAN FRANCISCO, CA 94124</td>
<td>IND</td>
<td>COLLEGE</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>LINDA McINTYRE, 4560 BELLAVISTA, SAN FRANCISCO, CA 94115</td>
<td>IND</td>
<td>DEAN OF FACULTY</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL 5** 2,150.00
# Schedule A

**Monetary Contributions Received**

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Full Name</th>
<th>Mailing Address and Zip Code of Contributor</th>
<th>Contributor Code*</th>
<th>If an Individual, Enter Occupation and Employer or Business Name of Business (if Required)</th>
<th>Amount Received This Period</th>
<th>Cumulative To Date Calendar Year (Jan 1 - (Date))</th>
<th>Per Election To Date (If Required)</th>
</tr>
</thead>
</table>
| 09/01/2005    | HOA MINELTA**********| ALBANY, CA 94705 | X IND       | DIRECTOR
CITY COLLEGE OF SAN FRANCISCO                                                                 | $190.00          | $100.00                                                                              | $0.00                             |
| 09/01/2005    | CHRISTOPHER HANZO*********| OAKLAND, CA 94601 | X IND       | EXECUTIVE DIRECTOR
AMERICAN FEDERATION OF TRADES                                                                  | $150.00          | $150.00                                                                              | $0.00                             |
| 09/01/2005    | EDWARD MURRAY**********| SAN FRANCISCO, CA 94113 | X IND       | PRESIDENT
AMERICAN FEDERATION OF TRADES                                                                 | $150.00          | $150.00                                                                              | $0.00                             |
| 09/01/2005    | MARK KITCHEL**********| OAKLAND, CA 94619 | X IND       | BUDGET ANALYST
AMERICAN FEDERATION OF TRADES                                                                 | $200.00          | $200.00                                                                              | $0.00                             |
| 09/01/2005    | BRUCE SMITH********** | SAN FRANCISCO, CA 94116 | X IND       | DEAN OF LIBERAL ARTS
CITY COLLEGE OF SAN FRANCISCO                                                                  | $250.00          | $250.00                                                                              | $0.00                             |

**Subtotal:** $1,140.00
### Schedule A
Monetary Contributions Received

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Address</th>
<th>Occupation/Position</th>
<th>Amount</th>
<th>Cumulative</th>
<th>For Election</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2005</td>
<td>DON GRIFFIN</td>
<td>OAKLAND, CA 94610</td>
<td>COLLEGE ADMINISTRATOR CITY COLLEGE OF SAN FRANCISCO</td>
<td>$250.00</td>
<td>$725.00</td>
<td></td>
</tr>
<tr>
<td>09/01/2005</td>
<td>DAVID DOUBE</td>
<td>SAN FRANCISCO, CA 94117</td>
<td>INSTRUCTOR CITY COLLEGE OF SAN FRANCISCO</td>
<td>$150.00</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>09/01/2005</td>
<td>MARYLOU LEYBA</td>
<td>SAN LEANDRO, CA 94577</td>
<td>COLLEGE ADMINISTRATOR CITY COLLEGE OF SAN FRANCISCO</td>
<td>$250.00</td>
<td>$250.00</td>
<td></td>
</tr>
<tr>
<td>09/01/2005</td>
<td>FREDERICK TETTI</td>
<td>OAKLAND, CA 94609</td>
<td>INSTRUCTOR CITY COLLEGE OF SAN FRANCISCO</td>
<td>$150.00</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>08/13/2005</td>
<td>MR. PETER GOLSTEIN</td>
<td>SAN FRANCISCO, CA 94132</td>
<td>VICE CHANCELLOR CITY COLLEGE OF SAN FRANCISCO</td>
<td>$400.00</td>
<td>$500.00</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal:** $1,450.00
## Schedule A
### Monetary Contributions Received

**Committee to Support Our City College - YES ON A**

<table>
<thead>
<tr>
<th>DATE RECEIVED</th>
<th>FULL NAME</th>
<th>ADDRESS</th>
<th>ZIP CODE</th>
<th>CONTRIBUTOR CODE</th>
<th>IP AN UNUSUAL ENTER OCCUPATION AND EMPLOYER OF CONTRIBUTOR (IF APPLICABLE)</th>
<th>AMOUNT RECEIVED THIS PERIOD</th>
<th>CUMULATIVE TO DATE (CALENDAR YEAR)</th>
<th>FOR ELECTION TO DATE (IF REQUIRED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2005</td>
<td>DIANE NAGURA</td>
<td>SAN FRANCISCO, CA 94118</td>
<td></td>
<td>X IND</td>
<td>PHYSICAL EDUCATION INSTRUCTOR</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>GARY TOM</td>
<td>SAN FRANCISCO, CA 94121</td>
<td></td>
<td>X IND</td>
<td>COLLEGE ADMINISTRATOR CITY COLLEGE OF SAN FRANCISCO</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>LESLIE SMITH</td>
<td>OAKLAND, CA 94610</td>
<td></td>
<td>X IND</td>
<td>DEAN OF GOVERNMENT RELATIONS CITY COLLEGE OF SAN FRANCISCO</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>J. BRADLEY DUGGAN</td>
<td>SAN FRANCISCO, CA 94131</td>
<td></td>
<td>O IND</td>
<td>FACULTY CITY COLLEGE OF SAN FRANCISCO</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>MYRNA VIRAY LIM</td>
<td>SAN FRANCISCO, CA 94112</td>
<td></td>
<td>X IND</td>
<td>REAL ESTATE MANAGER THE REALTY GROUP</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Subtotal $** 2,000.00
### Schedule A

**Monetary Contributions Received**

<table>
<thead>
<tr>
<th>Date</th>
<th>Full Name, Mailing Address and ZIP Code of Contributor</th>
<th>Contributor Code(s)</th>
<th>Occupation and Employer (If Self-Employed, State Name of Entity(ies))</th>
<th>Amount Received This Period</th>
<th>Cumulative to Date Calendar Year (Jan 1 - Dec 31)</th>
<th>Per Election to Date (if Required)</th>
</tr>
</thead>
</table>
| 09/01/2005 | ROBERT GASINER  
SAN FRANCISCO, CA 94131 | IND                 | DISAN  
CITY COLLEGE OF SAN FRANCISCO | $350.00 | $350.00 | $0.00 |
| 09/01/2005 | NICHOLAR CHANG  
SAN FRANCISCO, CA 94118 | IND                 | EDUCATOR  
CITY COLLEGE OF SAN FRANCISCO | $200.00 | $200.00 | $0.00 |
| 09/01/2005 | PHYLLIS MCQUIRRE  
SAN RAFAEL, CA 94903 | IND                 | COLLEGE  
ADMINISTRATOR  
CITY COLLEGE OF SAN FRANCISCO | $250.00 | $250.00 | $0.00 |
| 09/01/2005 | TIMOTHY WOLFRED  
SAN FRANCISCO, CA 94131 | IND                 | EXECUTIVE SEARCH  
CONSULTANT  
COMPASS POINT | $100.00 | $100.00 | $0.00 |
| 09/01/2005 | SUZANNE KOREY  
SAN FRANCISCO, CA 94110 | IND                 | COLLEGE  
ADMINISTRATOR  
CITY COLLEGE OF SAN FRANCISCO | $250.00 | $250.00 | $0.00 |

**Subtotal $** 1,400.00
## Schedule A
### Monetary Contributions Received

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Full Name, Mailing Address and ZIP Code of Contributor</th>
<th>Committee, Club, PAC, or Other Name of Filer</th>
<th>Contribution Code*</th>
<th>Is an Individual, Entity, Occupation, and Employer (if applicable, also provide ID number or location)</th>
<th>Amount Received This Period</th>
<th>Cumulative To Date Calendar Year (Jan 1-DEC 31)</th>
<th>PSR Election to Date (if required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2005</td>
<td>DEVELOPMENT INSTITUTE, INC. <strong>Boston, MA 02114</strong></td>
<td></td>
<td>IND</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>ALYSSON SATTERLUND <strong>San Francisco, CA 94122</strong></td>
<td></td>
<td>IND</td>
<td>EDUCATOR, CITY COLLEGE OF SAN FRANCISCO</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>DR. MARK ROBINSON <strong>San Francisco, CA 94112</strong></td>
<td></td>
<td>IND</td>
<td>DEAN OF STUDENT AFFAIRS, CITY COLLEGE OF SAN FRANCISCO</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>TED ALFARO <strong>Castro Valley, CA 94352</strong></td>
<td></td>
<td>IND</td>
<td>COLLEGE ADMINISTRATOR, CITY COLLEGE OF SAN FRANCISCO</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>LINDA SQUIRES GROHE <strong>San Francisco, CA 94131</strong></td>
<td></td>
<td>IND</td>
<td>COLLEGE ADMINISTRATOR, CITY COLLEGE OF SAN FRANCISCO</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Subtotal** 5 2,150.00
# Schedule A
Monetary Contributions Received

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Full Name, Mailing Address and Zip Code of Contributor</th>
<th>Contributor Code</th>
<th>SPAM Personal, Entity Occupation and Employer of Beneficiary, if Applicable</th>
<th>Amount Received This Period</th>
<th>Cumulated to Date Calendar Year (Jan 1-Dec 31)</th>
<th>Fiscal Election To Date (Per Period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2005</td>
<td>R. Del Portillo E.D.D.</td>
<td>X</td>
<td>RETIRED</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94131</td>
<td></td>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/06/2005</td>
<td>Dr. Philip Day Jr.</td>
<td>X</td>
<td>CHANCELLOR</td>
<td>$750.00</td>
<td>$1,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94109</td>
<td></td>
<td>CITY COLLEGE OF SAN FRANCISCO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/2005</td>
<td>Carlos Del Portillo</td>
<td>X</td>
<td>COLLEGE</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94131</td>
<td></td>
<td>ADMINISTRATOR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CITY COLLEGE OF SAN FRANCISCO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/2005</td>
<td>Martha Luciey Olchowy</td>
<td>X</td>
<td>COLLEGE</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>DALLY CITY, CA 94104</td>
<td></td>
<td>ADMINISTRATOR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CITY COLLEGE OF SAN FRANCISCO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/2005</td>
<td>Gail Barton</td>
<td>X</td>
<td>DANCE INSTRUCTOR</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>REDWOOD CITY, CA 94082</td>
<td></td>
<td>CITY COLLEGE OF SAN FRANCISCO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**: $2,400.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Full Name</th>
<th>Mailing Address</th>
<th>Zip Code</th>
<th>Contribution Code</th>
<th>Occupation</th>
<th>Amount Received This Period</th>
<th>Cumulative to Date Calendar Year</th>
<th>Per Election to Date (if Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2005</td>
<td>SUNNY CLARK</td>
<td>SAN FRANCISCO, CA 94114</td>
<td></td>
<td>IND</td>
<td>FACULTY</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>DOUGLAS RE</td>
<td>SAN FRANCISCO, CA 94112</td>
<td></td>
<td>IND</td>
<td>COLLEGE ADMINISTRATOR</td>
<td>$400.00</td>
<td>$400.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>JOANNE LOW</td>
<td>SAN FRANCISCO, CA 94121</td>
<td></td>
<td>IND</td>
<td>COLLEGE ADMINISTRATOR</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>DONALD J. NEWTON</td>
<td>PACIFICA, CA 94044</td>
<td></td>
<td>IND</td>
<td>BOOKSTORE MANAGER</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>09/01/2005</td>
<td>ALVIN JENKINS</td>
<td>SAN FRANCISCO, CA 94114</td>
<td></td>
<td>IND</td>
<td>COUNSELOR</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL** 5 1,850.00
### Schedule A

**Monetary Contributions Received**

<table>
<thead>
<tr>
<th>FULL NAME, MAILING ADDRESS AND ZIP CODE OF CONTRIBUTOR</th>
<th>CONTRIBUTOR CODE</th>
<th>IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF APPROPRIATE)</th>
<th>AMOUNT RECEIVED THIS PERIOD</th>
<th>CUMULATIVE TO DATE END OF CALENDAR YEAR (JAN 1-DEC 31)</th>
<th>FILER ELECTED TO DATE (IF APPLICABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RE-BIRECT MILTON MARKS, III 1266541</td>
<td></td>
<td></td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94118</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEMO Reference ID Number: INC89</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BELL AND FLOWERS JANITORIAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94121</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEPHEN HERMAN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94117</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SANDERSON FOUNDATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94133</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAMIE HOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94109</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td></td>
<td></td>
<td>$1,750.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule A
Monetary Contributions Received

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Full Name, Mailing Address and ZIP Code of Contributor</th>
<th>Contributor Code</th>
<th>If an Individual, Enter Occupation and Employer Name or Description of Business</th>
<th>Amount Received This Period</th>
<th>Cumulative To Date Calendar Year (Jan 1 - Dec 31)</th>
<th>PER ELECTION TO DATE (IF REQUIRED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/02/2005</td>
<td>DANIEL HAYES, SAN RAFAEL, CA 94903</td>
<td>X IND</td>
<td>DEPARTMENT CHAIR, PHYSICAL EDUCATION AND</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>F.W. ASSOCIATES, INC., SAN FRANCISCO, CA 94103</td>
<td></td>
<td></td>
<td>$900.00</td>
<td>$900.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>LIN + MEINHARDT, SAN FRANCISCO, CA 94102</td>
<td></td>
<td></td>
<td>$200.00</td>
<td>$200.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>X2A, LLP, SAN FRANCISCO, CA 94107</td>
<td></td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Subtotal:** $6,050.00
## Schedule E
### Payments Made

**Statement covers period**

<table>
<thead>
<tr>
<th>from</th>
<th>through</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2005</td>
<td>09/24/2005</td>
</tr>
</tbody>
</table>

**NAME OF FILER**

COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A

**CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSM</td>
<td>campaign materials/related</td>
</tr>
<tr>
<td>CNM</td>
<td>campaign materials/related</td>
</tr>
<tr>
<td>CTN</td>
<td>canvass (explain/accepting)</td>
</tr>
<tr>
<td>DCG</td>
<td>direct mail</td>
</tr>
<tr>
<td>FLF</td>
<td>candidate-file related fees</td>
</tr>
<tr>
<td>FND</td>
<td>fundraising events</td>
</tr>
<tr>
<td>IND</td>
<td>independent expenditure supporting/opposing another campaign</td>
</tr>
<tr>
<td>LGE</td>
<td>legal services</td>
</tr>
<tr>
<td>LIT</td>
<td>campaign literature and mailing</td>
</tr>
<tr>
<td>MBR</td>
<td>mailing and mailings</td>
</tr>
<tr>
<td>MTO</td>
<td>mailing and mailings</td>
</tr>
<tr>
<td>OFC</td>
<td>office expenses</td>
</tr>
<tr>
<td>PEL</td>
<td>phone booking</td>
</tr>
<tr>
<td>POL</td>
<td>polling and survey research</td>
</tr>
<tr>
<td>POU</td>
<td>postage, delivery and mailing of services</td>
</tr>
<tr>
<td>PRO</td>
<td>professional services (legal, accounting)</td>
</tr>
</tbody>
</table>
| RTD | research/drupal |}

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PAYEE</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASIANWEEK</td>
<td>PRT</td>
<td></td>
<td>$85.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94108</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BAY AREA REPORTER</td>
<td>PRT</td>
<td></td>
<td>$223.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94103</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASIANWEEK</td>
<td>PRT</td>
<td></td>
<td>$120.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94103</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Payments that are contributions or independent expenditures must also be summarized on Schedule D.*

**SUBTOTAL** $438.00

### Schedule E Summary

1. **Itemized payments made this period. (Include all Schedule E subtotals.)** ................................................................. $81,280.16
2. **Unitemized payments made this period of under $100.** ................................................................. $90.00
3. **Total Interest paid this period on loans. (Enter amount from Schedule B, Part 1, Column (e).)** ................................................................. $0.00
4. **Total payments made this period. (Add lines 1, 2, and 3. Enter here and on Summary Page, Column A, Line 6.)** ................................................................. TOTAL $81,370.16
**Schedule E**

**Payments Made**

<table>
<thead>
<tr>
<th>COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A</th>
</tr>
</thead>
</table>

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- CFP: campaign informational
- DOL: campaign activities
- DPB: contribution (political activity)*
- DTO: clerical services
- DFT: candidate'sographia
- FLO: fundraising efforts
- IND: independent expenditure supporting/paying others (explicitly)*
- LEG: legal services
- LIT: campaign literature and materials

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PAYEE (CANDIDATE AND OTHERS AS APPROPRIATE)</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASIANWEEK</td>
<td>PRT</td>
<td></td>
<td>$80.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94108</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EL MENSAJERO</td>
<td>PRT</td>
<td></td>
<td>$86.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94110</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAILY JOURNAL CORPORATION</td>
<td>PRT</td>
<td></td>
<td>$98.00</td>
</tr>
<tr>
<td>LOS ANGELES, CA 90054</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BAY AREA REPORTER</td>
<td>ERT</td>
<td></td>
<td>$127.13</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94103</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAILY JOURNAL CORPORATION</td>
<td>PRT</td>
<td></td>
<td>$539.24</td>
</tr>
<tr>
<td>LOS ANGELES, CA 90054</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Payments that are contributions or independent expenditures must also be summarized on Schedule D.

**SUBTOTAL** $918.37
**Schedule E**
Payments Made

<table>
<thead>
<tr>
<th>NAME OF FILER</th>
<th>COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A</th>
</tr>
</thead>
<tbody>
<tr>
<td>CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.</td>
<td></td>
</tr>
<tr>
<td>AFR</td>
<td>member communications</td>
</tr>
<tr>
<td>ALT</td>
<td>mailings and advertisements</td>
</tr>
<tr>
<td>OFG</td>
<td>office expenses</td>
</tr>
<tr>
<td>PET</td>
<td>petition stuffing</td>
</tr>
<tr>
<td>PHO</td>
<td>phone banking</td>
</tr>
<tr>
<td>ROG</td>
<td>professional services (legal, accounting)</td>
</tr>
<tr>
<td>RTF</td>
<td>paid ads</td>
</tr>
<tr>
<td>SGE</td>
<td>telephone and production costs</td>
</tr>
<tr>
<td>RFD</td>
<td>returned contributions</td>
</tr>
<tr>
<td>SAL</td>
<td>campaign materials, supplies</td>
</tr>
<tr>
<td>TEL</td>
<td>Liv. or cable bills and production costs</td>
</tr>
<tr>
<td>TRC</td>
<td>telephone travel, lodging and meals</td>
</tr>
<tr>
<td>TPH</td>
<td>other supplies (tents, housing, meals)</td>
</tr>
<tr>
<td>TSB</td>
<td>Travel reimbursement at rates and expenses of the Senate candidate/sponsor</td>
</tr>
<tr>
<td>VOT</td>
<td>not of registration</td>
</tr>
<tr>
<td>WEB</td>
<td>information technology costs (hardware, software)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PAYEE</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAL ASSOCIATES</td>
<td>CNS</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>LINCOLN, CA 94111</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>THE SUTTON LAW FIRM</td>
<td>PRO</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94105-8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BARNES, MOSHER, WHITHEURST, LAUTER, AND PARTNERS</td>
<td>CNS</td>
<td>$12,000.00</td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94105</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAVID BRINER RESEARCH</td>
<td>POL</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94102</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EL MINAJERO</td>
<td>PRX</td>
<td>$19.70</td>
<td></td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94110</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Payments that are contributions or independent expenditures must also be summarized on Schedule D.*

**SUBTOTAL**: $21,158.94
Schedule E
Payments Made

<table>
<thead>
<tr>
<th>NAME OF FILER</th>
<th>COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A</th>
</tr>
</thead>
</table>

**CODES**: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- CMP: campaign payment made
- CNS: consult on candidates
- GTB: contribution (candidate's money) or
- CVC: candidate's expenses
- DB: candidate's fees
- PRO: professional services (legal, accounting)
- LEO: legal defense
- LIT: legal campaign

**HAND AND ADDRESS OF PAYEE**

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PAYEE</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARNES, Moshier, Whitehurst, Lauter, And Partners</td>
<td>CNS</td>
<td></td>
<td>$638.93</td>
</tr>
<tr>
<td>San Francisco, CA 94105</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FOL</td>
<td></td>
<td>$17,900.00</td>
</tr>
<tr>
<td>David Binder Research</td>
<td>San Francisco, CA 94102</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MTO</td>
<td></td>
<td>$200.00</td>
</tr>
<tr>
<td>Delancey Street Foundation</td>
<td>San Francisco, CA 94104</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PRO</td>
<td></td>
<td>$3,136.37</td>
</tr>
<tr>
<td>The Sutton Law Firm</td>
<td>San Francisco, CA 94108</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Memo Reference: ID Number: EXPI75

*Payments that are contributions or independent expenditures must also be summarized on Schedule D.*

**SUBTOTAL**: $24,795.00
# Schedule E
## Payments Made

**Statement covers period**
- **From**: 07/01/2005
- **Through**: 08/24/2005
- **Page 28 of 34**

**LB Number**: 1275594

**COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A**

**CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- CCM Campaign payments
- CSB Campaign payment
- CSN Campaign expenditures
- CTH Campaign contribution expenses
- CVC Political campaign
- FIA Candidate filing fees
- FND Fundraising events
- JUN Institute for campaign services
- LEG Legal services
- LIT Campaign literature and meetings
- MHD Media expenditures
- MRE Member communication
- NTD Member education
- OCO Office expenses
- PET Political expenditures
- PDF Political donations
- PHO Phone calls
- PPO Political operations
- PEG Political education
- PFD Political expenditures
- PIP Political advertising
- PRS Political research
- PRO Professional services (legal, accounting)
- PRV Professional services (other)
- RAD Radio and production costs
- RFD Radio broadcasting
- RSH Research studies
- SAL Salary and wages
- SLE Salaries and wages
- TCR Travel costs
- TGA Travel, lodging, and meals
- TTR Travel to and from campaign events
- VRD Voter registration
- VOT Voter outreach
- WEB Web site
- WED Web site development

**NAME AND ADDRESS OF PAYEE**

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PAYEE</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BERNAL HEIGHTS NEIGHBORHOOD CENTER-ENG</strong>&lt;br&gt;SAN FRANCISCO, CA 94112</td>
<td>MTG</td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>BERNAL HEIGHTS NEIGHBORHOOD CENTER-ENG</strong>&lt;br&gt;SAN FRANCISCO, CA 94112</td>
<td>MTG</td>
<td></td>
<td>$225.00</td>
</tr>
<tr>
<td><strong>CASTRO STREET FAIR</strong>&lt;br&gt;SAN FRANCISCO, CA 94114</td>
<td>MTG</td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>BARNES, MOSHER, WHITEBURST, LAUTER, AND PARTNERS</strong>&lt;br&gt;SAN FRANCISCO, CA 94105</td>
<td>CNS</td>
<td></td>
<td>$534.91</td>
</tr>
<tr>
<td><strong>BARNES, MOSHER, WHITEBURST, LAUTER, AND PARTNERS</strong>&lt;br&gt;SAN FRANCISCO, CA 94105</td>
<td>SEE SCHEDULE G</td>
<td></td>
<td>$4,259.51</td>
</tr>
</tbody>
</table>

*Payments that are contributions or independent expenditures must also be summarized on Schedule D.*

**SUBTOTAL**: $8,575.79
<table>
<thead>
<tr>
<th>NAME OF PAYEE</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARNES, MOSHER, WHITEBURST, LAUTER, AND PARTNERS</td>
<td></td>
<td>SEE SCHEDULE G</td>
<td>$3,699.39</td>
</tr>
<tr>
<td>LAW OFFICES OF STEVE NGO</td>
<td>PRO</td>
<td></td>
<td>$390.00</td>
</tr>
<tr>
<td>ASIANWEEK</td>
<td>PRT</td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>VANNARITH NGOT</td>
<td>RPD</td>
<td></td>
<td>$20,000.00</td>
</tr>
<tr>
<td>MICHELLE LYONS</td>
<td>CNS</td>
<td></td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

*Payments that are contributions or independent expenditures must also be summarized on Schedule D.*
### Schedule F

**Accrued Expenses (Unpaid Bills)**

**NAME OF FILER**

**COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A**

**CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>IAD</td>
<td>Member communications</td>
</tr>
<tr>
<td>IFD</td>
<td>Meetings and appearances</td>
</tr>
<tr>
<td>OAD</td>
<td>Office expenses</td>
</tr>
<tr>
<td>PRT</td>
<td>Political consulting</td>
</tr>
<tr>
<td>PHD</td>
<td>Phone banks</td>
</tr>
<tr>
<td>POL</td>
<td>Polling and survey research</td>
</tr>
<tr>
<td>PDS</td>
<td>Postage, delivery and mailing services</td>
</tr>
<tr>
<td>PFD</td>
<td>Professional services (legal, accounting)</td>
</tr>
<tr>
<td>PRU</td>
<td>Public relations</td>
</tr>
<tr>
<td>TEL</td>
<td>Telephone service</td>
</tr>
<tr>
<td>TSS</td>
<td>Transfer between committees of the same condition</td>
</tr>
<tr>
<td>VSS</td>
<td>VHS services</td>
</tr>
<tr>
<td>WSS</td>
<td>Wireless service technology--cellular, e-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CREATOR (COMMITTEE AND DISTRIBUTOR)</th>
<th>CODE OR DESCRIPTION OF PAYMENT</th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAY AREA REPORTER</td>
<td>PRT</td>
<td>$233.00</td>
<td>$0.00</td>
<td>$233.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94103</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BARNES, MOSHER, WHITEHURST, LAUTER, AND PARTNERS</td>
<td>CNS</td>
<td>$0.00</td>
<td>$12,000.00</td>
<td>$0.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94105</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BARNES, MOSHER, WHITEHURST, LAUTER, AND PARTNERS</td>
<td>CNS</td>
<td>$0.00</td>
<td>$3,246.00</td>
<td>$0.00</td>
<td>$3,246.00</td>
</tr>
<tr>
<td>SAN FRANCISCO, CA 94105</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTALS**

<table>
<thead>
<tr>
<th></th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$233.00</td>
<td>$15,246.00</td>
<td>$233.00</td>
<td>$15,246.00</td>
</tr>
</tbody>
</table>

### Schedule F Summary

1. **Total accrued expenses incurred this period.** (Include all Schedule F Column (b) subtotals for accrued expenses of $1,000 or more, plus total unallocated accrued expenses under $1,000.)

2. **Total accrued expenses paid this period.** (Include all Schedule F, Column (c) subtotals for payments on accrued expenses of $500 or more, plus total unallocated payments on accrued expenses under $500.)

3. **Net change this period.** (Subtract Line 2 from Line 1. Enter the difference here and on the Summary Page, Column A, Line 3.)

**INCURRED TOTALS**

**PAID TOTALS**

**NET**

*Payments data are cumulative and paid for periods must be summarized on Schedule D.*
Schedule F
Accrued Expenses (Unpaid Bills)

NAME OF FILER
COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- CHP: campaign perks/commemoratives
- CHS: campaign consolidation
- CIB: contribution (personal money)
- CVC: civil攀登
- FLD: candidate filing/registration fees
- FMO: legal defense
- LFT: campaign literature and mailings
- MRR: member consultation
- NEG: networking and appearances
- OFG: office expenses
- PET: petition circulating
- PHO: phone books
- POL: polling and survey research
- PDS: postage, delivery and messenger services
- PRO: professional services (legal, accounting)
- PRT: print ads
- RND: research and production costs
- RFD: inferred contributions
- SAB: campaign warfare literature
- TEL: tv or radio airtime and production costs
- TRC: travel, meals, lodging and expenses
- TRS: telephone (cell) lodging and meals
- TRF: transfer between committees of the same candidate/campaign
- VCP: vendor consolidation
- VED: vendor expenditures

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CREATOR (of committees, syndicates, fars)</th>
<th>CODE OR DESCRIPTION OF PAYMENT</th>
<th>F1</th>
<th>F2</th>
<th>F3</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARNES, MOSHER, WHITEHURST, LAUTER, AND PARTNERS</td>
<td>SAN FRANCISCO, CA 94105</td>
<td>$0.00</td>
<td>$113.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>BARNES, MOSHER, WHITEHURST, LAUTER, AND PARTNERS</td>
<td>SAN FRANCISCO, CA 94105</td>
<td>$0.00</td>
<td>$21,640.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>RELLECT MILTON MARKS, IN 126656</td>
<td>SAN FRANCISCO, CA 94118</td>
<td>$0.00</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*Please indicate the activity of lobbying and legislative work, if any, on Schedule G.
### Schedule G
Payments Made by an Agent or Independent Contractor (on Behalf of This Committee)

**NAME OF FILER**
COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A

**NAME OF AGENT OR INDEPENDENT CONTRACTOR**
BARNES, MUSHER, WHITEHURST, LAUTER, AND PARTN

**CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.
- OMP campaign management fees
- COS campaign consultants
- OTP contribution (spent monthly)*
- DVO civic dinner/brunch
- RPD campaign expenditures
- RAND independent expenditure support/dropout others (spend)**
- LIT legal advice
- CBO campaign strategy and planning
- LIT legal advice and filings
- MAG member communications
- OFC office supplies
- PET political advertising
- PHN polling/field work
- PGR polling and survey research
- PRO professional services (legal, accounting)
- PRT prints
- RSD radio/TV and production costs
- RDP refunds/credits
- SAL campaign workers’ salaries
- TEL leased equipment and production costs
- TDG candidate travel, lodging, meals
- TSG transportation travel, lodging and meals
- TRD transfer between committees of the same candidate superintendent
- VDT voter registration
- WEC information technology costs (Internet, e-mail)

*Payment in lieu of contributions or independent expenditures must also be accounted on Schedule G.

<table>
<thead>
<tr>
<th>Liberal Address</th>
<th>Code</th>
<th>Description of Payment</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Leigh Henneberry</td>
<td>LIT</td>
<td></td>
<td>$1,550.00</td>
</tr>
<tr>
<td>San Francisco, CA 94107</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Autumn Press</td>
<td>LIT</td>
<td></td>
<td>$1,694.39</td>
</tr>
<tr>
<td>Berkeley, CA 94710</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mary Leigh Henneberry</td>
<td>OFC</td>
<td></td>
<td>$1,575.50</td>
</tr>
<tr>
<td>San Francisco, CA 94107</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Autumn Press</td>
<td>OFC</td>
<td></td>
<td>$2,154.01</td>
</tr>
<tr>
<td>Berkeley, CA 94710</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For additional information on appropriately labeled continuation sheets.

<table>
<thead>
<tr>
<th>Liberal Address</th>
<th>Code</th>
<th>Description of Payment</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Hanson</td>
<td>OFC</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>Oakland, CA 94611</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule G

**Payments Made by an Agent or Independent Contractor (on Behalf of This Committee)**

**NAME OF FILER**

**COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A**

**NAME OF AGENT OR INDEPENDENT CONTRACTOR**

BARNES, MUSHER, WHITEHURST, LAUTER, AND PARTN

**CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- CMP: General campaign mailings
- CHS: Campaign materials
- CTR: Coordination (prepare, monitor)*
- CVG: Fundraising events
- FLD: Independent expenditure supporting/opposing others (employee)*
- LEG: Legal services
- LT: Campaign finance and mailing
- NRB: Member communications
- NTS: Meeting and appearance
- OGP: Office expenses
- PNT: Petition containing
- PKD: Phone banking
- PCL: Political research
- POS: Postage, delivery and messenger services
- PRD: Professional services (legal, accounting)
- PRT: Print ads
- RAB: Radio advertising and production costs
- RBD: Related commodities
- SAL: Campaign services: salaries
- TEL: Local or state airline and production costs
- TAC: Travel, lodging and meals
- TBS: Staff expenses: travel and subsistence
- TEF: Travel expenses associated with candidates of the same candidate's party
- VDT: Voter registration
- WTS: Web technology costs (internet, e-mail)

Payments that are contributions to independent expenditures must also be summarized on Schedule D.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF Payee, CREDITOR or INDEBTED Person</th>
<th>CODE</th>
<th>DESCRIPTION OF PAYMENT</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>KIRK BRAIG SIGNS, INC. <strong>OAKDALE, CA 95651</strong></td>
<td>CMP</td>
<td>$21,295.00</td>
<td></td>
</tr>
<tr>
<td>DAVID BENDER RESEARCH <strong>SAN FRANCISCO, CA 94102</strong></td>
<td>POL</td>
<td>$2,500.00</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal $ 23,795.00

*Additional information may be provided on a continuation sheet.*
## Memo Schedule

<table>
<thead>
<tr>
<th>Memo Reference ID Number</th>
<th>Notes</th>
<th>Schedule</th>
<th>Memo</th>
</tr>
</thead>
<tbody>
<tr>
<td>INC9</td>
<td></td>
<td>A</td>
<td>CONTRIBUTION REFUNDED ON SEPTEMBER 29, 2005</td>
</tr>
<tr>
<td>INC154</td>
<td></td>
<td>A</td>
<td>MADE THROUGH INTERMEDIARY: TOM ELIOT FISCH ARCHITECTURE AND INTERIORS, 201 POST ST., 7TH FL., SAN FRANCISCO, CA 94108</td>
</tr>
<tr>
<td>INC155</td>
<td></td>
<td>A</td>
<td>MADE THROUGH INTERMEDIARY: TOM ELIOT FISCH ARCHITECTURE AND INTERIORS, 201 POST ST., 7TH FL., SAN FRANCISCO, CA 94108</td>
</tr>
<tr>
<td>INC211</td>
<td></td>
<td>A</td>
<td>MADE THROUGH INTERMEDIARY: THE SHALLOCK COLLABORATIVE, INC., 203 RANDALL ST., SAN FRANCISCO, CA 94131</td>
</tr>
<tr>
<td>EXP124</td>
<td></td>
<td>E</td>
<td>KEVIN HENEGHAN, ASST. TREASURER IS AN EMPLOYEE OF THE SUTTON LAW FIRM</td>
</tr>
<tr>
<td>EXP175</td>
<td></td>
<td>E</td>
<td>KEVIN HENEGHAN, ASST. TREASURER IS AN EMPLOYEE OF THE SUTTON LAW FIRM</td>
</tr>
</tbody>
</table>
EXHIBIT 16

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”

APPENDIX - JANUARY 9, 2008
DATE: July 1, 2005

TO: Dr. Natalie Berg
    Board Vice President
    City College of San Francisco

    Trustee Johnnie Carter
    Chair of the Technology Committee
    City College of San Francisco

    Trustee Lawrence Wong
    Chair of the Facilities Committee
    City College of San Francisco

FROM: Rodel Rodis
       Board President
       City College of San Francisco

RE: Request for Service on the Steering Committee for the Planning of the 2006 Phase II Bond Campaign

I am writing to formalize your appointments to the Steering Committee for the Planning of the 2006 Phase II Bond Campaign. I know you have met previously. However, I wanted to formally request that you serve on the committee. The Steering Committee is responsible for exploring the feasibility of conducting a Phase II Bond Campaign for 2006 and overseeing all of the initial planning activities related to the development of a Phase II Bond Campaign. I have asked Dr. Berg to Chair the committee and have informed Dr. Day of my request. I have also asked that the committee include Dr. Day, Mr. Goldstein, Mr. Herman, and Dr. Satterlund.

Contact me directly if you have questions or need additional information. I appreciate your willingness to serve CCSF in this capacity and recognize that it requires an additional commitment of time and resources on your behalf. Thank you.

cc: Dr. Phil Day
    Peter Goldstein
    Stephen Herman
    Dr. Alysson Satterlund
MEMORANDUM
FOR INFORMATIONAL PURPOSES ONLY

DATE: August 2, 2005

TO: Board of Trustees

FROM: Dr. Natalie Berg
Vice-President, Board of Trustees

Dr. Philip R. Day, Jr.
Chancellor

SUBJECT: Update/Status Report on Phase II Bond Planning

We wanted to provide you with an overview of the initial planning and assessment activity that the Steering Committee for the Phase II Bond Campaign has been overseeing to date. At the direction of the Board President, Rodel Rodis, Trustee Wong, Trustee Carter, and myself, along with Dr. Day, Stephen Herman, Peter Goldstein, and Dr. Satterlund, have been asked to serve as members of the Steering Committee for the Phase II Bond Campaign for purposes of exploring the feasibility of conducting a campaign and to oversee all of the initial planning for the Campaign. It is important to note, and as was the case in our previous bond, given the requirements related to the statutes associated with PROP 39, and guidelines provided by legal counsel and the FPPC, that it is absolutely imperative for the "Steering Committee", the organizational structure for the campaign, and the campaign itself, to be separate from the governing board of the college and college operations itself. Therefore, only three (3) members of the Board can serve on the "Steering Committee". However, the entire Board can discuss and review matters related to the planning and feasibility analysis associated with the Bond prior to any formal discussion being made to go forward with the Bond and the related political campaign.

Over the last two months we have had several meetings and have been able to complete the following tasks and objectives:

1. Establish a campaign account under the name of the Committee in support of our City College.

2. Raise an initial amount of seed funding (approximately $25K) which is on deposit.

3. Contracted with David Binder Research for purposes of conducting a preliminary poll. This was consistent with what we did during the preliminary planning phase for the Phase I Bond Campaign. The results of the Poll, conducted in the latter part of the month of June have now been tabulated. David Binder gave an executive briefing
to the Steering Committee members in mid-July. A copy of the actual results of the survey and a copy of David's power-point presentation is attached for your information and review. David will be meeting with us at our retreat and providing the entire Board with a similar briefing.

4. Developed two (2) “Request for Qualifications” for a.) Campaign Management Services; and b.) Fundraising Consultant. Based upon our Phase II Bond experience, we wanted to keep the two activities separate.

The RFQ for the Campaign Management Services was issued and publicized widely through both direct mail and newspaper advertisements. The Committee was very pleased with both the quality and number of responses (7 responses). The proposals were reviewed and the three top firms were selected for interviews. The interviews have been scheduled for August 10th. It is expected that by August 15th a final decision on the firm to assist the Campaign Committee will be made. The three (3) finalists are:

- TBW & B Public Finance Strategies
- William Berry Campaigns
- Barnes, Mosher, Whitehurst, Lauter, and Partners

A separate RFQ is being issued the week of August 1st, 2005, for the Fundraising Consultant. The expectation is that a similar grouping of respondents will submit proposals for consideration. It is anticipated that the Fundraising Consultant will be selected in the near future.

5. Scheduled a meeting with Mayor Newsom to brief him on the status of our planning and (assuming that we decide to go forward) request his support.

Based upon our preliminary discussion with the Mayor's staff (Steve Kawa in particular) and others regarding bond projects that might be on the ballot in the future, we believe that the best time to be on the ballot would be June '06 rather than November '06. Based upon some pretty reliable information, the current estimate of the size of the bond for San Francisco General is in the range of $750M - $1 Billion dollars which will be on the November '06 ballot. We believe it would be prudent to avoid any competition with San Francisco General and thus believe it best to seek a June '06 election if we decide to move forward.

We wanted to provide you with this update. If you have any questions, please don’t hesitate to call either of us directly or other members of the Steering Committee. The Bond Campaign is on the agenda for our upcoming retreat for discussion.

Thanks for your consideration and we hope this update is helpful and informative.

PRDF: am
REQUEST FOR PROPOSAL
CAMPAIGN MANAGEMENT SERVICES FOR BOND MEASURE

The Committee To Support Our City College, hereinafter referred to as "Committee", is seeking proposals from qualified entities to provide campaign management services for a bond measure to be put on the election ballot in San Francisco in 2005, as specified herein. This Request for Proposal (RFP) will provide interested parties with sufficient information to prepare and submit proposals for consideration by the Committee.

Please submit five (5) copies of your response to this RFP in a sealed envelope clearly marked

PROPOSAL – Bond Measure Campaign Management Services

by mail or courier to: Dr. Natalie Berg
785 Market Street
San Francisco, CA 94103

Proposals must be received by 5:00 p.m., Friday, July 15, 2005. Proposals received after that time and date will not be considered.

Requests for clarification or additional information should be submitted to Dr. Natalie Berg in writing at the above address. Responses to all requests will be in writing as addenda to this RFP. Telephone inquiries will not be entertained.

The Committee To Support Our City College
I. INTRODUCTION

The San Francisco Community College District/City College of San Francisco, hereinafter referred to as the “College”, wishes to put a bond measure on the ballot for the June or November 2006 election in San Francisco. City College provides postsecondary education to more than 10 percent of the city’s population each year, and has an ongoing need to renew and upgrade its various physical facilities in order to maintain and improve the quality of educational services it delivers to the citizens of San Francisco. Through years of budgetary constraints, the State has been unable to provide funding for many of facility improvements the College needs. In November 2001, the voters of San Francisco passed a $195 million bond measure in support of a number of College’s capital projects. The new bond Phase II measure for 2006, if passed, will provide funds for additional capital projects. Per the understanding with the leadership of the City and labor unions, the 2001 Bond was considered as a Phase I effort to be followed by a Phase II Bond request when sufficient progress in the “start-up” of the initial Phase I projects had been achieved.

Based on preliminary estimates, the proposed bond measure will be for approximately $250 million. A preliminary list of project requirements and estimated costs is attached as Appendix A.

The Committee To Support Our City College, hereinafter referred to as the “Committee”, is a campaign committee formed to pass the proposed bond measure on behalf of the College. The Committee wishes to contract with a qualified consulting firm to provide campaign management services for the bond measure.

II. GENERAL INFORMATION

The District is a two-year institution of higher education, one of 108 in the California Community Colleges system. It has ten campuses and numerous off-campus locations throughout the city, the main campus being located at Ocean and Phelan Avenues:

- Ocean/Phelan Campus..................50 Phelan Avenue
- Castro-Valencia Campus..............120 Noe Street
- Mission Campus......................106 Bartlett Street
- John Adams Campus..................1860 Hayes Street
- Alemany Campus......................750 Eddy Street
- Chinatown/North Beach Campus....940 Filbert Street
- Fort Mason Campus (Bldg B)        -
- Downtown Campus....................300 Mission Street
- Evans Campus......................1400 Evans Street
- Southeast Campus...................Oakdale & Phelps Street
- Airport Campus......................SF Airport
While most instructional programs are conducted at the nine campuses and other off-campus locations, the District's Business Office, Human Resources Department, and other administrative offices are located at 33 Gough Street, San Francisco.

The District operates on a semester basis, with the Fall Semester beginning in mid-August and the Spring Semester ending in late May. A Summer Session of 6-8 weeks duration is normally held in the months of June and July. The District has an enrollment of about 90,000 full-time and part-time students (approximately 35,500 FTEs).

III. LENGTH OF CONTRACT

This contract shall be for a period of approximately 12-18 months, beginning as soon as practicable and extending to the end of the 2006 election process.

IV. SCOPE OF SERVICE REQUIREMENTS

The Committee wishes to obtain from the successful bidder, hereinafter referred to as "Contractor", a comprehensive range of professional management services leading to a successful campaign to pass the proposed bond measure. Such services shall include but not be limited to the following:

- To provide overall leadership and direction to the development and implementation of a comprehensive campaign management plan.

- To oversee and coordinate the fundraising efforts and events needed to support the campaign. The Committee is intending to issue another RFP for an experienced fundraising consultant who will work directly with the Committee and Campaign Contractor to raise the necessary funds required to achieve a successful campaign.

- To analyze polling data and integrate into overall campaign strategies.

- To manage media relations for the Committee.

- To assist the Committee in working with governmental entities and community groups, including local political clubs of both parties.

- Create all the necessary campaign and media materials and managing the distribution of such materials.

- Provide any other necessary consulting services as agreed to by Committee and Contractor during the course of the campaign.
V. SUBMISSION OF PROPOSALS

The Committee invites all interested bidders to submit proposals in response to this RFP to provide the desired management services as listed in Section IV above. All proposals should include the following sections and any other documents in support of the proposals:

A. Official registered name and address of the consulting firm
B. Names of the principals of the firm
C. Names and qualifications of team members to be assigned to campaign
D. Brief history of the firm, including overall experience in managing bond measure campaigns, and dollar amounts of successful campaigns
E. Minimum of 10 years of experience and a demonstrated track record of successful accomplishments
F. Demonstrated successful experience working with K-12 and/or community college bond campaign initiatives
G. Political campaign consulting experience in San Francisco (preferred)
H. Proposed plan of services
I. Estimated schedule of charges for campaign service components
J. Copy of sample agreement

VI. AWARDING OF CONTRACT

A. Financial considerations will not be the sole determining factor in evaluating the proposals. Proposals will be evaluated based on their overall quality, with the success of the bond measure campaign being of prime importance.

B. The overall consulting profile of bidders will be evaluated, including experience and track record in bond measure campaigns, particularly in the San Francisco Bay Area.

C. The Committee may elect to interview selected bidders in the evaluation process.

D. The Committee reserves the right to reject any or all proposals, to procure services by any other means and to modify the selection procedure or scope of the contract.

VII. ASSIGNMENT

This Contract or any interest therein may not be assigned without prior approval of the Committee.
VIII. GOVERNING LAW

Any agreement or contract between the Committee and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said agreement or contract shall be in San Francisco.
## PRELIMINARY

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>PHASE II BOND REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performing Arts Education Center</td>
<td>$70,000,000</td>
</tr>
<tr>
<td>Advanced Tech Learning Resource Center</td>
<td>$35,000,000</td>
</tr>
<tr>
<td>New Student Development Center</td>
<td>$30,000,000</td>
</tr>
<tr>
<td>Joint Use Facility</td>
<td>$40,000,000</td>
</tr>
<tr>
<td>John Adams Campus Upgrade</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Renovation/Remodeling</td>
<td>$35,000,000</td>
</tr>
<tr>
<td>Computer Network/Energy Conservation</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Chinatown/North Beach</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Mission Campus</td>
<td>$5,300,000</td>
</tr>
<tr>
<td>Balboa Reservoir Development</td>
<td>$6,000,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$246,300,000</strong></td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL
BOND CAMPAIGN FUNDRAISING CONSULTANT SERVICES

The Committee To Support Our City College, hereinafter referred to as "Committee", is seeking proposals from qualified entities to provide campaign fundraising services for a bond measure to be put on the election ballot in San Francisco in 2005, as specified herein. This Request for Proposal (RFP) will provide interested parties with sufficient information to prepare and submit proposals for consideration by the Committee.

Please submit five (5) copies of your response to this RFP in a sealed enveloped clearly marked

PROPOSAL – Bond Measure Campaign Fundraising Services

by mail or courier to: Dr. Natalie Berg
785 Market Street
San Francisco, CA 94103

Proposals must be received by 5:00 p.m., Friday, August 19, 2005. Proposals received after that time and date will not be considered.

Requests for clarification or additional information should be submitted to Dr. Natalie Berg in writing at the above address. Responses to all requests will be in writing as addenda to this RFP. Telephone inquiries will not be entertained.

The Committee To Support Our City College
I. INTRODUCTION

The San Francisco Community College District/City College of San Francisco, hereinafter referred to as the "College", wishes to put a bond measure on the ballot for the June or November 2006 election in San Francisco. City College provides postsecondary education to more than 10 percent of the city's population each year, and has an ongoing need to renew and upgrade its various physical facilities in order to maintain and improve the quality of educational services it delivers to the citizens of San Francisco. Through years of budgetary constraints, the State has been unable to provide funding for many of facility improvements the College needs. In November 2001, the voters of San Francisco passed a $195 million bond measure in support of a number of College's capital projects. The new bond Phase II measure for 2006, if passed, will provide funds for additional capital projects. Per the understanding with the leadership of the City and labor unions, the 2001 Bond was considered as a Phase I effort to be followed by a Phase II Bond request when sufficient progress in the "start-up" of the initial Phase I projects had been achieved.

Based on preliminary estimates, the proposed bond measure will be for approximately $250 million. A preliminary list of project requirements and estimated costs is attached as Appendix A.

The Committee To Support Our City College, hereinafter referred to as the "Committee", is a campaign committee formed to pass the proposed bond measure on behalf of the College. The Committee wishes to contract with a qualified consulting firm to provide campaign fundraising services for the bond measure in order to offset the cost associated with the campaign including the cost for the Campaign Management Consulting firm.

II. GENERAL INFORMATION

The District is a two-year institution of higher education, one of 108 in the California Community Colleges system. It has ten campuses and numerous off-campus locations throughout the city, the main campus being located at Ocean and Phelan Avenues:

- Ocean/Phelan Campus.......................50 Phelan Avenue
- Castro-Valencia Campus....................120 Noe Street
- Mission Campus............................106 Bartlett Street
- John Adams Campus......................1860 Hayes Street
- Alemany Campus............................750 Eddy Street
- Chinatown/North Beach Campus..........940 Filbert Street
- Fort Mason Campus (Bldg B)
- Downtown Campus.........................800 Mission Street
- Evans Campus..............................1400 Evans Street
- Southeast Campus.........................Oakdale & Phelps Street
- Airport Campus............................SF Airport
While most instructional programs are conducted at the nine campuses and other off-campus locations, the District's Business Office, Human Resources Department, and other administrative offices are located at 33 Gough Street, San Francisco.

The District operates on a semester basis, with the Fall Semester beginning in mid-August and the Spring Semester ending in late May. A Summer Session of 6-8 weeks duration is normally held in the months of June and July. The District has an enrollment of about 110,000 full-time and part-time students (approximately 35,500 FTES).

III. LENGTH OF CONTRACT

This contract shall be for a period of approximately 12-18 months, beginning as soon as practicable and extending to the end of the 2006 election process.

IV. SCOPE OF SERVICE REQUIREMENTS

The Committee wishes to obtain from the successful bidder, hereinafter referred to as "Contractor", a comprehensive range of professional fundraising services leading to the generation of funds to offset the costs of a campaign to pass the proposed bond measure. Such services shall include but not be limited to the following:

- To provide overall leadership and direction to the development and implementation of a comprehensive campaign fundraising plan.

- To oversee and coordinate the fundraising efforts and events needed to support the campaign. The Contractor will work directly with the Campaign Steering Committee and Campaign Management Consultant to raise the necessary funds required to achieve a successful campaign.

- To analyze polling data and integrate into overall fundraising strategies.

- To manage media relations for the Committee.

- To assist the Committee in working with governmental entities and community groups, including local political clubs of both parties.

- Create all the necessary campaign and media materials and managing the distribution of such materials in support of the fundraising campaign.

- Provide any other necessary consulting services as agreed to by Committee and Contractor during the course of the campaign.
V. SUBMISSION OF PROPOSALS

The Committee invites all interested bidders to submit proposals in response to this RFP to provide the desired management services as listed in Section IV above. All proposals should include the following sections and any other documents in support of the proposals:

A. Official registered name and address of the consulting firm
B. Names of the principals of the firm
C. Names and qualifications of team members to be assigned to campaign
D. Brief history of the firm, including overall experience in raising funds to support bond measure campaigns, and dollar amounts of successful campaigns
E. Minimum of 7-10 years of experience and a demonstrated track record of successful accomplishments
F. Demonstrated successful experience working in support of non-profit organizations, K-12 and/or community colleges and other relevant political campaign initiatives
G. Political campaign consulting experience in San Francisco (preferred)
H. Proposed plan of services
I. Estimated schedule of charges for campaign service components
J. Copy of sample agreement

VI. AWARDING OF CONTRACT

A. Financial considerations will not be the sole determining factor in evaluating the proposals. Proposals will be evaluated based on their overall quality, with the success of the bond measure campaign being of prime importance.

B. The overall consulting profile of bidders will be evaluated, including experience and track record in bond measure campaigns, particularly in the San Francisco Bay Area.

C. The Committee may elect to interview selected bidders in the evaluation process.

D. The Committee reserves the right to reject any or all proposals, to procure services by any other means and to modify the selection procedure or scope of the contract.

VII. ASSIGNMENT
This Contract or any interest therein may not be assigned without prior approval of the Committee.

VIII. GOVERNING LAW

Any agreement or contract between the Committee and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said agreement or contract shall be in San Francisco.
PRELIMINARY

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>PHASE II BOND REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performing Arts Education Center</td>
<td>$70,000,000</td>
</tr>
<tr>
<td>Advanced Tech Learning Resource Center</td>
<td>$35,000,000</td>
</tr>
<tr>
<td>New Student Development Center</td>
<td>$30,000,000</td>
</tr>
<tr>
<td>Joint Use Facility</td>
<td>$40,000,000</td>
</tr>
<tr>
<td>John Adams Campus Upgrade</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Renovation/Remodeling</td>
<td>$35,000,000</td>
</tr>
<tr>
<td>Computer Network/Energy Conservation</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Chinatown/North Beach</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Mission Campus</td>
<td>$5,300,000</td>
</tr>
<tr>
<td>Balboa Reservoir Development</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$246,300,000</td>
</tr>
</tbody>
</table>

7/28/2005
LYONS AND ASSOCIATES  
731B Liggett Avenue  
San Francisco, California 94129  
415/775-0698 Phone 415/775-0694 Fax  
nichelle@speakeasy.net

August 26, 2005

TO:      Dr. Natalie Berg  
         Dr. Philip Day  
         Committee To Support Our City College

FROM:    Nichelle Lyons  
         Lyons & Associates

RE:      Fundraising services rendered on behalf of the Committee To Support our City College

August 26, 2005  
Start Fee Per Contract: $5,000

PAY TO THE ORDER OF:  
Nichelle Lyons

AND MAIL TO:  
Nichelle Lyons  
731B Liggett Avenue  
San Francisco, CA 94129

PAYABLE AND DUE UPON RECEIPT
Lyons and Associates

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the 29th day of August, 2005 by and between the Committee to Support our City College ("Agent") and Michelle Lyons, Lyons & Associates ("Consultant"). Agent desires to retain Consultant as an independent contractor to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. SERVICES AND COMPENSATION

A. Consultant agrees to perform for Agent the services ("Services") described in Exhibit A, attached hereto and incorporated as a part of this Agreement.

B. Agent agrees to pay Consultant the compensation set forth in Exhibit A for the performance of the Services.

2. CONFIDENTIALITY

A. Definition. "Confidential Information" means any Agent proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, services, customers or donors, customer or donor lists, telephone numbers and other information pertaining to customers or donors, markets, software, developments, processes, formulas, technology, marketing, finances or other business information disclosed by Agent either directly or indirectly in writing or orally.

B. Non-Use and Non-Disclosure. Consultant will not, during or subsequent to the term of this Agreement, use Agent's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Agent or disclose Agent's Confidential Information to any third party. It is understood that any said Confidential Information shall remain the sole property of Agent. Consultant further agrees to take all reasonable precaution to prevent any unauthorized disclosure of such Confidential Information. Confidential Information does not include information which (i) is known to Consultant at the time of disclosure to Consultant by Agent as evidenced by written records of Consultant, (ii) has become publicly known and made generally available through no wrongful act of Consultant, or (iii) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

C. Former Employer's Confidential Information. Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant, if any. Consultant will indemnify Agent and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorney's fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from Agent's use of the work product of Consultant under this Agreement.
D. Third Party Confidential Information. Consultant recognizes that Agent has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty on Agents part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that Consultant owes Agent and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for Agent consistent with Agents agreement with such third party.

E. Return of Materials. Upon the termination of this Agreement or upon Agents earlier request, Consultant will deliver to Agent all of Agent’s property or Confidential Information that Consultant may have in Consultant’s possession or control.

3. OWNERSHIP

A. Assignment. Consultant agrees that all copyrightable materials, notes, records, developments, and trade secrets conceived, made or discovered by Consultant, during the period of this Agreement which relate in any manner to the business of Agent that Consultant may be directed to undertake, or which Consultant may become associated with in work, are the sole property of Agent.

4. TERM AND TERMINATION

A. Term. This Agreement will commence on the date first written above and will continue until the earlier of (i) final completion of the services or (ii) termination as provided below.

B. Termination. Either party may terminate this Agreement upon giving 30 days prior written notice thereof to Consultant. Any such notice by Agent shall be addressed to Consultant at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Agent may terminate this Agreement immediately and without prior notice if (i) Consultant refuses or is unable to perform the Services, (ii) is in breach of any material provision of the Agreement, (iii) makes any material misrepresentations with respect to Agent, its fundraising activities or any other material matter subject to the Agreement, or (iv) conducts the services in a manner or method which violates any applicable law or which causes or could cause public disagreement of Agent’s good name or goodwill.

C. Survival. Upon such termination all rights and duties of the parties toward each other shall cease except:

1. That Agent shall be obliged to pay, within ten (10) days of the effective date of termination, all amounts owing to Consultant for Services completed and accepted by Agent prior to the termination date and related expenses, if any, in accordance with the provisions of Section 1 (Services and Compensation) hereof; and

2. Section 2 (Confidentiality), 3 (Ownership) and 6 (Independent Contractors) shall survive termination of this Agreement.
5. **Assignement**

Neither this Agreement nor any right hereunder nor may interest herein be assigned or transferred by Consultant without the express written consent of Agent.

6. **Independent Contractor**

It is the express intention of the parties that Consultant is an independent contractor. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent or employee of Agent, but Consultant shall perform the Services hereunder as an independent contractor. Consultant shall incur all expenses associated with performance, except as expressly provided on Exhibit A of this Agreement. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all self employment and other taxes thereon. Consultant further agrees to indemnify and hold harmless Agent and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney’s fees and other legal expenses, arising directly or indirectly from any negligent, reckless or intentionally wrongful act of Consultant.

7. **Benefits**

Consultant acknowledges and agrees and it is the intent of the parties hereto that Consultant receive no Agent Sponsored benefits from Agent either as a Consultant or employee. Such benefits include, but are not limited to, sick leave, medical insurance, and 401(k) participation.

8. **Arbitration and Equitable Relief**

A. **Disputes.** Except as provided in Section 8(d) below, Agent and Consultant agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be settled by binding arbitration to be held in San Francisco, California, in accordance with the Commercial Arbitration Rules, supplemented by the Supplemental Procedures for Large Complex Disputes, of the American Arbitration Association as then in effect (the “Rules”). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator’s decision in any court of competent jurisdiction.

B. **Consent to Personal Jurisdiction.** The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. Consultant hereby consents to the personal jurisdiction of the state and federal courts located in California for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.
C. **Costs.** Agent and Consultant shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its counsel fees and expenses unless otherwise required by law.

D. **Equitable Relief.** The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator. Consultant acknowledges that a breach of Section 2 may result in irreparable and continuing damage to Agent for which there will be no adequate remedy at law and agrees that Agent shall have the right to seek injunctive relief from a court of competent jurisdiction to prevent any breach or threatened breach of said section and such other and future relief as may be proper.

E. **Acknowledgment.** AGENT AND CONSULTANT HAS READ AND UNDERSTANDS SECTION 9 WHICH DISCUSSES ARBITRATION. BOTH PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT, PARTIES-agree TO SUBMIT ANY CLAIMS ARISING OUT OF OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, EXCEPT AS PROVIDED IN SECTION 9(D), AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF PARTIES RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

9. **GOVERNING LAW**

This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

10. **ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

11. **ATTORNEY’S FEES**

In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney’s fees, in addition to any other relief to which that party may be entitled.
12. **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NICHHELLE LYONS  
PRESIDENT  
LYONS AND ASSOCIATES

By: [Signature]  
Title: President  
Address: 731-3 17th St  
San Francisco, CA 94129

DR. NATALIE BERG  
COMMITTEE TO SUPPORT OUR CITY COLLEGE

By: [Signature]  
Title: Chancellor  
Address:_________________________  
San Francisco, CA 94129

Dr. Natalie B.  
[Signature]
EXHIBIT A

SERVICES AND COMPENSATION

1. SERVICES

A. Services to be Performed by Consultant. Consultant agrees to provide consulting services to Agent, at such times as may be reasonably requested by Agent pursuant to Section 1.B of this Exhibit A, with respect to:

1. Coordinate and execute fundraising strategy, events and activities on behalf of the Committee to Support our City College.

2. Work with campaign Finance Council and committee members to raise money and coordinate events for the campaign.

3. Facilitate fundraising, collections and follow-up, for the campaign.

4. Coordinate, track and maintain fundraising database.

B. Time Devoted to Performance of Services. Consultant agrees to work as necessary from August 29, 2005, through November 15, 2005 in performing the services set forth in Section 1.A of this Exhibit A for the term of the Agreement.

C. Obligations of Consultant. Consultant shall be responsible for providing, at its own expense, disability and unemployment insurance, workers’ compensation, training, permits, and licenses for its employees. Consultant shall be responsible for paying when due all federal, state and local income taxes incurred as a result of the compensation paid by Agent for services under this Agreement. Consultant agrees to indemnify Agent against any claims, costs, losses, fees, penalties, interest, or damages suffered by Agent resulting from Consultant’s failure to comply with these provisions. No federal, state or local income tax or payroll tax of any kind shall be withheld or paid by Agent on behalf of Consultant or the employees of Consultant. Consultant shall comply with all applicable laws and regulations of the State of California in the performance of the services.

II. COMPENSATION

A. Basic Compensation. Agent agrees to pay Consultant the sum of Five Thousand Dollars ($5,000.00) guaranteed payment to begin project. This fee is due and payable upon contract signing.

B. Death or Disability. In the event of death or disability during the term of this Agreement, Consultant’s right to receive the amounts set forth in this Section II.A. shall immediately terminate.
upon the date on which Consultant is no longer rendering Services to Agent. Agent shall pay Consultant or her heirs the money earned to that date.

C. Reimbursements. Agent agrees to pay for all expenses incurred in conjunction with this Agreement including, but not limited to, parking, cellular, local and long distance telephone, fax, postage, office supplies, event supplies and other mutually agreed upon costs. Such expenses will not exceed Five Hundred Dollars ($300.00) per month without prior authorization. Such expenses will be billed directly to Agent on a monthly basis and will be paid separately by Agent within ten (10) days written notice.

D. Term. This Agreement shall become effective on August 15, 2005 and shall remain in effect until terminated by either party pursuant to Section 4 of the Agreement.

III. COMMISSION STRUCTURE

A. Commission Structure. Agent agrees to pay Consultant the following commission:

1. Consultant will be paid 10% of funds raised for the Committee to Support our City College from Zero ($0) to Three Hundred Thousand Dollars ($300,000.00).
2. Consultant will be paid 12% of funds raised for the Committee to Support our City College from Three Hundred Thousand Dollars ($300,000) to Five Hundred Thousand Dollars ($500,000).

B. Exclusions. Consultant agrees to the following exclusions pertaining to funds collected. Consultant will not take a commission fee on up to $100,000 of the following:

1. $25,000 previously committed (Prior to August 26, 2005) and in the pipe-line for Committee to Support our City College. List attached.
2. Funding support up to $50,000 from City College Foundation.
3. Funding support from previously identified City College vendor up to $25,000. List Attached.

C. Commission Payment Schedule. Agent agrees to pay consultant monthly based on campaign funds received.
EXHIBIT 20

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"

APPENDIX - JANUARY 9, 2008
Memo of Understanding
November 4, 2005

This document is an agreement in principle between City College of San Francisco (San Francisco Community College District) - CCSF - and Bay Area Motorcycle Training - BAMT.

It is the intent and desire of both parties to renew the contract previously existing between them since 2000 for weekend use of the south end of the Balboa Reservoir parking lot. Both parties shall negotiate in good faith to reach agreement in final terms and conditions. The contract is subject to approval by the CCSF Board of Directors.

Initial negotiations include:
- Prepayment toward lease of $10,000 by BAMT, payable to Committee To Support our City College
- 10% discount on remaining balance of lease
- Weekend rental costs set at $150 per range per day (e.g., 2 ranges, 2 days = $600)
- Availability confirmed 30 days in advance
- Lease term to run 2 years, renewable in 1 year increments

For CCSF
James Blonquist
Assistant Vice Chairman/Chancellor

For BAMT
Samuel Lepore
President

Need a Resolution to Board?
BAY AREA MOTORCYCLE TRAINING, INC.

Committee To Support Our City College

Pre-payment for lease of CCSF parking lot ranges - 2006

11/4/2005

10,000.00

1106

5,000,000.00

101 WAMU Checking

10,000.00
EXHIBIT 22

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”
APPENDIX - JANUARY 9, 2008
PAY TO THE ORDER OF City College of San Francisco

$ 10,000.00

Ten Thousand and 00/100

City College of San Francisco

MEMO
Invoice #6-098 - repayment of pre-payment of 2006 parking lot

City College of San Francisco

4/10/2007

10,000.00
EXHIBIT 23

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
Date: September 29, 2005

To: Board of Trustees

From: Dr. Philip R. Day, Jr., Chancellor

Subject: CONTRACT
Authorization to Contract—SuperCrown Catering
(Resolution No.: 050929-W1)

BACKGROUND INFORMATION:

SuperCrown Catering has served the Ocean Campus for many years with distinction. Staff and students consistently commend SuperCrown for service and fresh sandwiches. As a family owned small local business, the Franco family takes pride in the type of sandwiches they made and serve.

The current contract with SuperCrown is due to expire in December of 2006. To plan for the business, SuperCrown asked that the District open the RFP early so that the family can better plan the future and have some assurance of stability were they to be awarded the contract.

A formal RFP was developed and advertised in a general circulation newspaper for two weeks, as well as in ethnic newspapers around the city. Bids were due on Friday, August 26. In the past, when we have opened the public bid process for truck service on Ocean Campus, we have not received more than one or two bids. SuperCrown Catering was the only bidder this time. The bid includes a minimum guarantee of $270 per day Monday thru Thursday during the regular school year and $180 on Fridays. The daily rent during summer school Monday thru Thursday is $170 and on Friday it is $120.

Money from SuperCrown has been used in the past and will continue to be used to support Student Activities including the Concert and Lecture Series, Athletics, Music and Graduation.

SHARED GOVERNANCE REVIEW:

Yes ___; No ___ X ___; If yes, which committee: __________________________

Date of Review: __________________________

BOARD OF TRUSTEES

RODOLFO R. RODIS, PRESIDENT • DR. NATALIE BERG, VICE PRESIDENT
JOHNNIE L. CARTER, JR • DR. ANITA GRIER • HILTON MARKS III • JULIO J. RAMOS, ESQ • LAWRENCE WONG, ESQ
VERONICA LAWRENCE, STUDENT TRUSTEE • DR. PHILIP R. DAY, JR., CHANCELLOR

121
RECOMMENDATION:

RESOLVED: That authorization be hereby given to award a five year contract beginning January 1, 2007 and ending December 31, 2012 with the possibility of two two year extensions beginning January 1, 2013 upon mutual agreement to the SuperCrown Catering for mobile truck service on the Ocean Campus, and

FURTHER BE IT RESOLVED: That the Chancellor, Vice Chancellor of Finance and Administration and/or their designees are hereby authorized to execute any and all documents on behalf of the District to effectuate this resolution.

Stephen J. Herman, Originator
AGREEMENT FOR SERVICES

This Agreement, dated for reference purposes only _______ 200__________, is entered into by and between the San Francisco Community College District, hereinafter known as the “District” and Super Crown Catering, Inc., hereinafter known as “Contractor”.

WHEREAS, the Board of Trustees of the San Francisco Community College District at its meeting of September 29, 2005, adopted Resolution No. 050929-W1, attached hereto and made a part hereof, authorizing Agreement with Contractor to obtain Services;

NOW THEREFORE, the District and Contractor for the consideration stated herein agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR AND DISTRICT

A. Contractor

a. Location of Food Service Truck

Contractor shall use the following designated areas for its two mobile food and beverage vending unit: 1) the courtyard behind the Visual Arts Building (see Exhibit A). The specific items to be sold by Contractor shall be approved in writing in advance by the District. Service shall be daily during the academic year except during vacation and non-class periods and all the days during which final examinations are being conducted. Service shall also be provided during the entire summer session conducted on the Phelan Campus.

b. Additional Requirements for Operation of Food Service Truck

In the operation of the food service truck, Contractor shall also be responsible for: (1) outfitting the truck with all necessary equipment to run the proposed food service; (2) insuring that all current applicable codes and regulations are followed, and if there are any modifications to the space by Contractor, that all current applicable codes and regulations are followed in the ongoing operation of the food service; (3) obtaining and maintaining all permits necessary to run the food service/truck operation; (4) setting menus of beverages and foods with District approval; (5) sending checks based on the agreed upon daily rental rate to the Chief Administrative Services Officer no later that the 10th of the following month (see below); (6) removing garbage generated from food service area on daily basis and depositing garbage in dumpsters for pick-up by Sunset Scavenger (see below); (7) when possible, Contractor shall hire CCSF students to sell products, and the salary shall be no less than the prevailing CCSF student wage.

c. Compliance with Existing Agreements
Contractor acknowledges it has read the Agreement District has entered into with Pepsi Cola West and Contractor agrees it shall not sell any item that would cause the District to be in violation of District’s Agreement with Pepsi Cola West.

d. **Compliance with Law**

Contractor shall comply with all Federal, State and local laws, rules and regulations applicable to food sales and service.

e. **Conduct of Services and Sales**

Contractor shall conduct the services and sales operation in a manner that is compatible, rather than directly competitive, with the menu, prices, and services of the Hotel and Restaurant’s Cafeteria and “Taste Buds” fast-food section at City College of San Francisco as well as the food service (City Café) in the lower level of the Student Union and the Lunchbox on Cloud Circle. The prices of food items shall be comparable to those prices found in the Cafeteria and “Taste Buds” section of the Hotel and Restaurant divisions.

The Chief Administrative Services Officer shall have the right to make reasonable objections in writing, to the Contractor as to the quality of the food or drinks, the prices charged, the character of the services rendered. Contractor agrees to discontinue or remedy any such objectionable condition to the reasonable satisfaction of the Chief Administrative Services Officer. Objections left unremediated shall constitute cause by which the contract may be terminated by the District.

Service shall be conducted daily except during vacation and non-school periods.

f. **Quality Food, Desserts, Coffees and Drinks**

All products served by Contractor shall be fresh; if any item is pre-packaged at an outside facility, Contractor shall ensure that any such facility complies with applicable local, State and Federal regulations; all food and drinks shall be safe for human consumption and shall be of the highest quality available. Menu modifications must be approved by the District Chief Administrative Services Officer.

Pepsi Cola West, Inc. has exclusive rights as the carbonated soft drink supplier for City College of San Francisco’s Mission Campus. The only carbonated products excluded from Pepsi Cola West, Inc. rights are (1) carbonated mineral water; (2) carbonated beverages containing sixty percent (60%) or more fruit juice or fruit pulp as its contents.
g. **Restrictions**

No alcohol or tobacco products may be sold. The District promotes environmental safeguards and requires that the Contractor does not use styrofoam products. Paper cups and food containers are acceptable. The use of products made from recycled materials is encouraged.

h. **Advertising**

Contractor shall be entitled to place signs in and about the designated premises, and distribute promotional materials, including flyers advertising its business and merchandise offered for sale. Such signage and promotional items shall be subject to advanced written approval of the District.

i. **Discount Policy**

Contractor agrees to give customers a $0.10 discount when they use their own containers for drinks.

j. **Custodial Services**

The College does provide custodial services in the designated areas. However, containers, approved by the Chief Administrative Services Officer, for garbage must be provided in the courtyard, and keeping the area clean is the ultimate responsibility of the Contractor. Contractor agrees to collect recyclable articles separately. Contractor agrees that on a daily basis, or more frequently if necessary, all garbage from purchases will be moved from collection garbage cans into the closest District dumpsters for removal by Sunset Scavenger (see “(b)(6)” under Contractor’s Responsibility). Contractor agrees to keep the area clean and free of food, refuse, vermin and stains on the floor and will either steam clean or power wash the cement in front of the service area at least once a year.

k. **Additional Inclusions**

The following documents are incorporated by reference and Contractor agrees to be bound by the provisions contained therein. Where there are any conflicting provisions between this Agreement and such documents, the provisions in this Agreement shall prevail. The documents are: District’s Request for Proposal (RFP), Contractor’s Response to District RFP, dated August 26, 2005.

B. **District**

a. **Service & Utilities**
Utilities are not provided in this location. Food service truck needs to be self sufficient.

b. Conduct of Services and Sales

The District or persons designated by the District, shall have the right to make reasonable objections in writing, to the Contractor as to the quality of the food or drinks, the prices charged, the character of the services rendered, and the appearance and condition of the designated premises to the Contractor. Contractor must discontinue or remedy any such objectionable condition to the reasonable satisfaction of the District.

2. TERM

A. The term of this Agreement shall be from January 1, 2007 to December 31, 2012. However, after a review by the College Administration, the contract may be extended, for two, two-year (2) periods, by mutual consent of the parties, commencing January 1, 2013. The contract rate for optional periods shall be established by mutual consent of the parties, but not less than the rate set for the initial year of operation.

Agreement for extension periods shall not be unreasonably withheld. The District may withhold agreement for any extension periods where there is a breach of contract or dissatisfaction on the District with the service or performance. After expiration of the term of this agreement including any extensions, Contractor and District agree that Contractor may continue this Agreement on a month to month basis with all other provisions of the then current Agreement in effect, except that the amount payable by Contractor and other terms may be changed by District upon thirty days advance written notice to the Contractor. Such month to month Agreement shall be subject to termination upon thirty days written notice by Contractor or District.

B. Notwithstanding the foregoing, Contractor shall be entitled to unrestricted access to the designated Premises prior to commencement of the term but after January 1, 2007 in order to construct improvements and for purposes of training its employees.

3. PAYMENT

For said during the term of Agreement, Contractor shall pay to District the amounts as follows:

A. Academic Year Payments

For each month of the Academic Year, Contractor shall pay a guaranteed minimum of $270 per day for Mondays through Thursdays and $180 per day for Fridays. For
example: If a given month had 17 days which were either Mondays, Tuesdays, Wednesdays, or Thursdays, and 4 days that were Fridays, the guaranteed minimum payment would be calculated as follows:

Example:

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday</td>
<td>17</td>
<td>$270</td>
<td>$4,590</td>
</tr>
<tr>
<td>Friday</td>
<td>4</td>
<td>$180</td>
<td>$720</td>
</tr>
<tr>
<td>Total Minimum Due</td>
<td></td>
<td></td>
<td>$5,310</td>
</tr>
</tbody>
</table>

B. Summer Session Payments and Final

For each month of the Summer Session, Contractor shall pay a guaranteed minimum of $170 per day for Mondays through Thursdays and $120 per day for Fridays and final. The calculation method used to determine what the payment amount due for each month is shown above.

C. Payment Schedule

Payments shall be made on or before the 10th day of the months following the months wherein the actual earning took place and shall be mailed to the following address:

Associated Students of City College of San Francisco
C/o Chief Administrative Services Office
33 Gough Street
San Francisco, CA 94103

D. Records

Contractor agrees that District shall have the right to inspect any and all records kept by Contractor which relate to Contractor’s activities related to this Agreement. Contractor agrees that College shall have the right to make copies of any such documents at District’s expense. Contractor acknowledged that such records may be subject to California public disclosure laws.

4. INDEPENDENT CONTRACTOR

District and Contractor agree that Contractor is an independent contractor and not an employee of the District. Contractor further agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of this District or of any of the entities that are directly or indirectly affiliated or associated with the District including but not limited to auxiliary organizations, student body organizations, or foundations. Contractor further agrees that in the event he/she accepts employment as an employee of the District or of any of the entities directly or indirectly affiliated or associated with the District during the term of this Agreement, this Agreement may be immediately terminated in the sole discretion of the District.
This Agreement is entered into on the condition that Contractor has never been an employee of the District or of the entities as described above in this Section four. If the Contractor has been an employee in any capacity as described above in this paragraph four, he/she agrees that this Agreement for Services shall be void unless the Contractor furnishes to the District in writing, a listing of all such employment, and the District Human Resources Department has agreed in writing that such employment is not a bar to this Agreement for Services.

As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers’ compensation benefits which may be required for itself or its employees. The District shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing. Contractor is not eligible for, and shall not participate in any employer pension, health or other fringe benefit plan of the District.

5. REIMBURSEMENT OF EXPENSES

District shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

6. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES

Contractor shall supply, at Contractor’s sole expense, all equipment, tools, materials, and/or supplies to accomplish the work agreed to be performed.

7. FRINGE BENEFITS

Because Contractor is engaged in Contractor’s own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health or other fringe benefit plan, of the District.

8. ASSIGNMENT

The Agreement or any interest therein may not be assigned without prior written approval of the District Chief Administrative Services Officer.

9. TERMINATION

In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated by District and all of the Contractor’s rights hereunder ended. Termination shall be effective after ten (10) days’ written notice to contractor, unless such failure has been corrected prior to this time. In the event of such termination,
District shall be paid under this Agreement, up to the date of termination, on a pro-rated basis.

In the event of war, act of God, labor strike or any other events beyond Contractor's control which negatively effects Contractor's ability to operate at profitable levels, Contractor will be allowed to close during the said event free of rent charges.

10. WRITTEN NOTICE

All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to:

"District"

(Complete a mailing address of SFCCD person managing this contract)

STEPHEN HERMAN
Chief Administrative Services Officer
San Francisco Community College District
33 Gough Street
San Francisco, CA 94103

"Contractor"

Michael Franco
SUPER CROWN CATERING
1381 Lowrie Avenue
South San Francisco, CA 94080

Either party by a written notice to the other party may change the address of notice or the names of the persons or parties to receive written notice.

11. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

12. SEVERABILITY

If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

13. NON-WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. **NO AUTHORITY TO BIND DISTRICT**

Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

15. **DECLARATION BY CONTRACTOR**

Contractor declares that Contractor has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

16. **AMENDMENTS**

No amendments to this Agreement shall be effective unless it is in writing and signed by both parties.

17. **CONFLICT OF INTEREST**

Contractor states that it is familiar with provisions of Section 1090 et seq. and 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

( ) A. For Contractor as an individual/partnership

(X) B. For Contractor as a Corporation

(A) **USE THESE PROVISIONS WHEN THE CONTRACTOR IS NOT A CORPORATION**

Contractor agrees not to hire any employee of the District to perform any services covered by this Agreement.

Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between its family, business, or financial interests and its services under this Agreement and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

Contractor agrees not to hire any commissioner, elected city official or employee of the District for the period of one year after completion of this Agreement.

OR
(B) USE THESE PROVISIONS WHEN THE CONTRACTOR IS A CORPORATION

Contractor agrees not to hire any employees of the District to perform any services covered by this Agreement.

Contractor affirms that to the best of its knowledge there exists no actual or potential conflict of its officers or directors of the corporation, family members of officers or directors of the corporation, business, or financial interests and its services under this Agreement, and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise at a result of such change.

Contractor agrees not to hire any commissioner, elected city official, or employee of the District for a period of one year after completion of this Agreement.

Contractor agrees to disclose the name and position of any official or employee or employee of the District or any close relative of such person who has a controlling proprietary relationship with or interest in Contractor. An official or employee of the District, or any relative, of such person, who alone or in combination with any other member or close relative, owns or controls more than 10% of the shares or other evidences of ownership of Contractor shall be deemed to have controlling proprietary relationship with or interest in the Contractor. A spouse, child, parent, brother, or sister, shall be deemed to be a close relative.

18. INDEMNIFICATION

Contractor shall assume the defense of and indemnify and save harmless the District, including its Board of Trustees, the Associated Students of City College of San Francisco, and the District’s officers, employees and agents, from any and all claims, loss, damage, injury and liability of every kind, nature and description including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor’s performance of this Agreement, including but not limited to, the use and operation of Contractor’s facilities or equipment provided by District or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such claim, loss, damage, injury or liability is the result of active negligence or willful misconduct of District or its agents or licensees and is not contributed to by any act, or by any omission to perform some duty imposed by law or contract, on Contractor, any of its subcontractors or either’s agent or employee. However, the Contractor shall have no responsibility to the District for the District’s loss of use of the equipment or loss of revenue due to the lack of performance of the equipment.
Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its Board of Trustees, the Associated Students of City College San Francisco, and the District’s officers, employees and agents, from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

Contractor’s obligations under this section 18 shall survive the termination of this Agreement.

19. INSURANCE

A. Insurance. During the term of this Agreement and any extension thereof, Contractor shall maintain in full force and effect at their own cost and expense by an insurance company satisfactory to and in a form approved by the Chief Administrative Services Officer, City College of San Francisco. Said insurance company shall have a policyholder’s surplus of at least ten times the amount of the liability coverage under said policy. (Contractor’s proof of insurance attached herein as Exhibits ___ & __).

X 1. Workers’ Compensation and Employer’s Liability Insurance – Contractor shall obtain, and liability limits not less than $1,000,000 each accident. Such Insurance shall relieve the District from all responsibility therefore. Contractor shall supply the District with keep in full and effect, Workers’ Compensation Insurance with Employer’s certificate of insurance of said protection defining the term of the policy before execution of the Agreement.

X 2. Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including contractual Liability, Personal Injury, Location, Products and Completed Operations.

X 3. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

X 4. Professional Liability Insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors, errors or omissions, and any deductible not to exceed __________ each claim.

B. Endorsements. Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

1. Name as additional insured, the San Francisco Community College District, its Board of Trustees, and all of the District’s Officers, Agents and Employees, including the Associated Students of City College of San Francisco, and shall
stipulate that no other insurance effected by the District will be called upon to contribute to a loss covered thereunder.

2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All policies shall be endorsed to provide: Thirty (30) days advance written notice to District of cancellation, non-renewal or reduction in coverage, mailed to the following address:

Mr. Stephen J. Herman
Chief Administrative Services Officer
San Francisco Community College District
33 Gough Street
San Francisco, California 94103

D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the Agreement expiration, to the extent that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

F. Certificate of insurance, in form and with insurers satisfactory to District, evidencing all coverage above shall be furnished to the District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Contractor shall increase the aforesaid limit upon the written demand of the Chief Administrative Services Officer of the San Francisco Community College District provided that such increase is found reasonable and necessary by the District. On a renewal anniversary of said policy, if the term of the agreement has been extended, the District will accept a certificate of insurance from the insuring company indicating that the policy has been renewed without change.

G. Approval of insurance by District shall not relieve or decrease the liability of Contractor hereunder.

H. This Agreement shall terminate immediately, without notice to Contractor upon any lapse of required insurance coverage.
20. **COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall keep informed of all laws and governmental regulations that may affect work. Contractor shall observe and comply with, and shall cause all Contractor’s agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations.

21. **LIABILITY OF DISTRICT**

District’s obligations under this Agreement shall be limited to providing the location as provided for in paragraph 1. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**

It is the policy of the District to provide equal employment and educational opportunity without regard to race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. These matters are reflective of Policy Manual Section 3.02 and 5.07 for the San Francisco Community College District. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. To violate this agreement would constitute cause by which the contract could be immediately terminated by the District.

23. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

24. **CONSTRUCTION**

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

25. **ENTIRE AGREEMENT/MODIFICATION**

This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

By: ____________

Signature of SPCCD person authorized to execute Agreement. (This is normally the Chancellor or the Vice Chancellor of Finance and Administration unless Resolution indicates otherwise.)

Print Name: ____________

Title: ____________

Date: ____________

Recommended by: 

Signature

Print Name: ____________

Title: ____________

"Contractor"

By: ____________

Signature

Print Name: ____________

Title: ____________

Date: ____________

Federal Identification Number or Social Security Number

Signature

Print Name: ____________

Title: ____________

Approved as to Form by: Ronald Lee, Chief Legal Counsel
### Schedule A

**Monetary Contributions Received**

<table>
<thead>
<tr>
<th>Name of Filer</th>
<th>Full Name, Mailing Address and ZIP Code of Contributor</th>
<th>Contributor Code*</th>
<th>If an Individual, Super Occupation and Employer (If applicable, Enter Specific Person)</th>
<th>Amount Received This Period</th>
<th>Cumulative to Date Calendar Year (Jan 1 - DEC 31)</th>
<th>Per Election To Date (If Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10/11/2005</strong></td>
<td>SIGIRUN FRANCO</td>
<td>2</td>
<td></td>
<td>= $0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>BURLINGAME, CA 94010</td>
<td></td>
<td>HOMEMAKER NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>10/11/2005</strong></td>
<td>MRS. O. FRANCO</td>
<td>2</td>
<td></td>
<td>= $0.00</td>
<td>$20,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>MILLBRAE, CA 94038</td>
<td></td>
<td>RETIRED NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>10/11/2005</strong></td>
<td>LAWRENCE WONG</td>
<td>2</td>
<td></td>
<td>BOARD MEMBER CITY COLLEGE OF SAN FRANCISCO</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94105</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>10/11/2005</strong></td>
<td>SAUL LAM POON</td>
<td>2</td>
<td></td>
<td>CLERK NFL SHOP PIER 39</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94121</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>10/05/2005</strong></td>
<td>JOSPEHING CHANG LEE</td>
<td>2</td>
<td></td>
<td>OFFICE ASSISTANT WEST PORTAL FAMILY CHIROPRACTIC</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>SAN FRANCISCO, CA 94121</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL $ 33,400.00**
July 7, 2006

TO:    Secretary of State
       Political Reform Division
       1500 11th St. Room 495
       Sacramento, CA 95812-1457

FROM:  Kevin Heneghan

Please endorse this transmittal memorandum as acknowledgment of receipt of the enclosed report (original and one copy) and return it in the stamped envelope provided, and please call me with any questions about the report.

Name of Filer:    Committee to Support Our City College
                  (ID#: 1276564)

Type of Report:  Form 410 Termination

Reporting Period: N/A

Report filed via: Overnight Delivery

Copy filed with:  San Francisco Ethics Commission
                  30 Van Ness, #3900
                  San Francisco, CA 94102

#1029.01
Statement of Organization
Recipient Committee

Statement Type  □ Initial  □ Amendment  □ Termination – See Part 5
Not yet qualified □ or  List ID number:

Date qualified as committee: 04/21/2006
Date qualified as committee (if applicable):

1. Committee Information

NAME OF COMMITTEE
COMMITTEE TO SUPPORT OUR CITY COLLEGE – YES ON 3

STREET ADDRESS (NO NO BOX)
150 POST STREET, SUITE 405

CITY  STATE  ZIP CODE  AREA CODE
SAN FRANCISCO, CA  94108  (415) 733-7700

OPTIONAL: FAX/E-MAIL ADDRESS

COUNTY OF ORIGIN
COUNTY WHERE COMMITTEE IS ACTIVE IF DIFFERENT THAN COUNTY OF ORIGIN

SAN FRANCISCO

2. Treasurer and Other Principal Officers

NAME OF TREASURER
MR. TIM KOLPER

STREET ADDRESS
975 DUNCAN STREET

CITY  STATE  ZIP CODE  AREA CODE
SAN FRANCISCO, CA  94121  (415) 541-9000

NAME OF ASSISTANT TREASURER, IF ANY
KEVIN HERNANDO BLO

STREET ADDRESS
150 POST STREET, SUITE 405

CITY  STATE  ZIP CODE  AREA CODE
SAN FRANCISCO, CA  94108  (415) 733-7700

3. Verification
I have used all reasonable diligence in preparing this statement and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 4/21/2006

By

SIGNATURE OF TREASURER OR ASSISTANT TREASURER

Executed on

By

SIGNATURE OF CONTROLLING OFFICER – POOL, CANDIDATE, OR STATE MEASURE PROponent

Executed on

By

SIGNATURE OF CONTROLLING OFFICER – POOL, CANDIDATE, OR STATE MEASURE PROponent

Executed on

By

SIGNATURE OF CONTROLLING OFFICER – POOL, CANDIDATE, OR STATE MEASURE PROponent

www.nestfile.com

FPDC Form 410 (Rev. 01)
FPDC Tall-Pike Molina: B96A8K-FPDC
4. Type of Committee  Complete the applicable sections.

**Controlled Committee**

- List the name of each controlling officer, candidate, or state measure proponent. If candidate or officer controlled, also list the elective office sought or held, and district number, if any, and the year of the election.
- List the political party with which each officer holder or candidate is affiliated or check "non-partisan."
- If this committee acts jointly with another controlled committee, list the name and identification number of the other controlled committee.

<table>
<thead>
<tr>
<th>NAME OF CANDIDATE/OFFICER or STAGE MEASURE PROONENT</th>
<th>ELECTIVE OFFICE SOUGHT OR HELD (INCLUDE DISTRICT NUMBER IF APPLICABLE)</th>
<th>YEAR OF ELECTION</th>
<th>PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Non-Partisan</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Non-Partisan</td>
</tr>
</tbody>
</table>

- List the financial institution where the campaign bank account is located (controlled "candidate election" committees only)

<table>
<thead>
<tr>
<th>NAME OF FINANCIAL INSTITUTION</th>
<th>AREA CODE/PHONE</th>
<th>BANK ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Primarily Formed Committee** Primarily formed to support or oppose specific candidates or measures in a single election. List below:

<table>
<thead>
<tr>
<th>CANDIDATE(S) NAME OR MEASURES FULL TITLE (INCLUDE BALLOT NO. OR LETTER)</th>
<th>CANDIDATE(S) OFFICE SOUGHT OR HELD OR MEASURE(S) NUMBER (INCLUDE DISTRICT NO., CITY OR COUNTY, AS APPLICABLE)</th>
<th>CHECK ONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>-community college district general obligation bonds</td>
<td>SAN FRANCISCO COMMUNITY COLLEGE DISTRICT</td>
<td>SUPPORT</td>
</tr>
<tr>
<td>PROPOSITION A</td>
<td></td>
<td>OPPOSE</td>
</tr>
</tbody>
</table>

www.nofile.com

FPPC Form 410 (Jan/01)
FPPC Toll-Free Helpline: 866/ASIC-FPPC
4. Type of Committee (Continued)

   General Purpose Committee
   Not formed to support or oppose specific candidates or measures in a single election. Check only one box:
   ☐ CITY Committee ☐ COUNTY Committee ☐ STATE Committee

   PROVIDE BRIEF DESCRIPTION OF ACTIVITY

   Sponsored Committee
   List additional sponsors on an attachment

   NAME OF SPONSOR

   STREET ADDRESS NO. AND STREET CITY STATE ZIP CODE

   Small Contributor Committee
   ☐ Date qualified Check box and provide the date this committee qualified as a small contributor committee. If the committee qualified as a small contributor committee on January 1, 2001, enter 01/01.

5. Termination Requirements: By signing this verification, the treasurer, assistant treasurer and/or candidate, officer, or proponent certify that all of the following conditions have been met:

   - This committee has ceased to receive contributions and make expenditures;
   - This committee does not anticipate receiving contributions or making expenditures in the future;
   - This committee has eliminated or has no intention or ability to discharge all debts, loans received, and other obligations;
   - This committee has no surplus funds; and
   - This committee has filed all campaign statements required by the Political Reform Act disclosing all reportable transactions.
   - There are restrictions on the disposition of surplus campaign funds held by elected officers who are leaving office and by defeated candidates. Refer to Government Code Section 89519.
   - Additional filing obligations will be incurred if, after terminating, the committee receives or spends any funds, or receives the forgiveness of a loan, repayment of loans made to others, or any other receipts.

www.elections.com

FPPC Form 410 (Jan 01)
FPPC Toll-Free Helpline: 866/ASK-FPPC
March 2, 2007

VIA OVERNIGHT DELIVERY

Secretary of State
Political Reform Division
1500 11th Street; Room 495
Sacramento, CA 95812-1467

RE: Committee to Support our City College (ID #:1276564)

Please find the attached 410 Amendment. This amendment is intended to re-open the above-named committee in order to raise additional funds to make payments that were not expected at the time of termination.

Feel free to call with any further questions or concerns.

Sincerely,

Kevin Heneghan

cc:
Enclosures
KRH/c
#1029.01
Statement of Organization
Recipient Committee

Statement Type  ☐ Initial
Not yet qualified  or  ☒ Amendment
List I.D. number:
# 107564
04/22/2005
Date qualified as committee
Data Stamp
Date

1. Committee Information

NAME OF COMMITTEE
COMMITTEE TO SUPPORT OUR CITY COLLEGE—YES ON A

STREET ADDRESS (NO PO BOX)
150 POST STREET, SUITE 405
CITY
SAN FRANCISCO, CA 94108

STREET ADDRESS (IF DIFFERENT)

MAILING ADDRESS (IF DIFFERENT)

CITY
SAN FRANCISCO, CA 94108

STATE ZIP CODE
CA 94108

AREA CODE/PHONE
(415) 732-7700

OPTIONAL: FAX / E-MAIL ADDRESS

COUNTY OF DOMICILE
SAN FRANCISCO

COUNTY WHERE COMMITTEE IS ACTING IF DIFFERENT THAN COUNTY OF DOMICILE

ATTACH ADDITIONAL INFORMATION ON APPROPRIATELY LABELED CONTINUATION SHEETS.

2. Treasurer and Other Principal Officers

NAME OF TREASURER
MR. TIM HOLBRID

STREET ADDRESS
975 DUARAN STREET
CITY
SAN FRANCISCO, CA 94131
STATE ZIP CODE
CA 94131
AREA CODE/PHONE
(415) 541-9660

NAME OF ASSISTANT TREASURER, IF ANY

STREET ADDRESS
150 POST STREET, SUITE 405
CITY
SAN FRANCISCO, CA 94108
STATE ZIP CODE
CA 94108
AREA CODE/PHONE
(415) 732-7700

NAME AND POSITION OF OTHER PRINCIPAL OFFICER(S), IF APPLICABLE

MAILING ADDRESS

CITY

STATE ZIP CODE

AREA CODE/PHONE

3. Verification
I have used all reasonable diligence in preparing this statement and to the best of my knowledge the information contained herein is true and correct.

Executed on 2/2/10

EXECUTED ON DATE

EXECUTED ON DATE

EXECUTED ON DATE

www.fppc.ca.gov
4. Type of Committee Complete the applicable sections.

- **Controlled Committee**
  - List the name of each controlling officeholder, candidate, or state measure proponent. If candidate or officeholder controlled, also list the elective office sought or held, and district number, if any, and the year of the election.
  - List the political party with which each officeholder or candidate is affiliated or check "non-partisan."
  - If this committee acts jointly with another controlled committee, list the name and identification number of the other controlled committee.

<table>
<thead>
<tr>
<th>NAME OF CANDIDATE/OFFICEHOLDER/STATE MEASURE PROponent</th>
<th>ELECTIVE OFFICE Sought OR Held (Include district number if applicable)</th>
<th>YEAR OF ELECTION</th>
<th>PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- List the financial institution where the campaign bank account is located (controlled "candidate election" committees only)

<table>
<thead>
<tr>
<th>NAME OF FINANCIAL INSTITUTION</th>
<th>AREA CODE/PHONE</th>
<th>BANK ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Primarily Formed Committee** Primarily formed to support or oppose specific candidates or measures in a single election. List below:

<table>
<thead>
<tr>
<th>CANDIDATE(S) NAME OR MEASURE(S) FULL TITLE (INCLUDE BALLOT NO. OR LETTER)</th>
<th>CANDIDATE(S) OFFICE Sought OR HELD OR MEASURE(S) EXPEDITION (INCLUDE DISTRICT NO., CITY OR COUNTY, AS APPLICABLE)</th>
<th>CHECK ONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>SUPPORT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OPPOSE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMUNITY COLLEGE DISTRICT GENERAL OBLIGATION BONDS</th>
<th>SAN FRANCISCO COMMUNITY COLLEGE DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRESONITION A</td>
<td></td>
</tr>
</tbody>
</table>

www_meas sire.com
Statement of Organization Recipient Committee

INSTRUCTIONS ON REVERSE

COMMITTEE NAME
COMMITTEE TO SUPPORT OUR CITY COLLEGE--YES ON A

4. Type of Committee (Continued)

General Purpose Committee Not formed to support or oppose specific candidates or measures in a single election. Check only one box:
- CITY Committee
- COUNTY Committee
- STATE Committee

Provide brief description of activity

Sponsored Committee
List additional sponsors on an attachment.

NAME OF SPONSOR

INDUSTRY GROUP OR AFFILIATION OF SPONSOR

STREET ADDRESS

NO. AND STREET

CITY

STATE

ZIP CODE

Small Contributor Committee

Check box and provide the date this committee qualified as a small contributor committee. If the committee qualified as a small contributor committee on January 1, 2003, enter 1/1/03.

5. Termination Requirements

By signing the verification, the treasurer, assistant treasurer, and/or candidate, officer, or proponent certify that all of the following conditions have been met:

- This committee has ceased to receive contributions and make expenditures;
- This committee does not anticipate receiving contributions or making expenditures in the future;
- This committee has eliminated or has no intention or ability to discharge all debts, loans received, and other obligations;
- This committee has no surplus funds; and
- This committee has filed all campaign statements required by the Political Reform Act disclosing all reportable transactions.

There are restrictions on the disposition of surplus campaign funds held by elected officers who are leaving office and by defeated candidates. Refer to Government Code Section 89519.

Additional filing obligations will be incurred if, after terminating, the committee receives or spends any funds, or receives the forgiveness of a loan, repayments of loans made to others, or any other receipts.

www.fppc.com

FPPC Form 410 (Jan/03)
FPPC Toll-Free Helpline: 866/ASK-FPPC
EXHIBIT 27

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”
APPENDIX - JANUARY 9, 2008
College diverted funds to campaign

In their zeal to raise money, City College officials blurred ethics lines in 2005 bond election -- and appear to have broken the law

Lance Williams, Chronicle Staff Writer
Friday, April 6, 2007

An administrator at City College of San Francisco steered a $10,000 rent payment owed to the college into the campaign coffers of a political committee promoting a City College bond measure, public records show.

Experts said the administrator's decision to steer the payment to the campaign committee appeared to violate state laws against laundering political donations and misusing public funds.

The donation was one of four of $10,000 or more that The Chronicle found from businesses that only days before had negotiated contracts with the college.

After The Chronicle inquired about the rent payment sent to the political committee, college officials decided to "undo" that donation in an effort to "clean things up," said the official who arranged the donation, Assistant Vice Chancellor James Blomquist.

The Chronicle found that backers of Proposition A, the 2005 bond measure to build new college facilities, turned to donors who did business with the college to finance the campaign. San Francisco voters passed the $246.3 million measure in November 2005.

One $20,000 donation, which later was returned, came from a company whose contract award was so controversial that three trustees of the college's foundation resigned, citing ethical concerns.

The rent payment was steered to the campaign committee just days before the election, when records show Blomquist offered a lease extension to a motorcycle drivers' training school that held weekend classes in a college parking lot. Under terms of the deal, Blomquist directed the school to pay $10,000 rent in advance -- and to write the check not to the college but to the Committee to Support Our City College.

State law prohibits spending taxpayer funds on political campaigns, and political committees are legally required to report the true source of donations they receive.

City College's transaction with the motorcycle school appears to have violated both laws, said Robert Stern, president of the Center for Governmental Studies in Los Angeles and co-author of the
Political Reform Act, the state's clean-government law.

"It's an illegal contribution from City College to the political campaign," he said.

Ned Wigglesworth, policy advocate for the good-government group California Common Cause, said the donation "reeks of intentional evasion of the law."

In an interview, Blomquist acknowledged steering the payment to the political committee, saying it was part of an effort by the college to "go out to our vendors and get support for our campaign." He said he did not believe he had done anything wrong.

City College Chancellor Philip Day said that after he learned of The Chronicle's inquiries, he asked the campaign committee to refund the donation. After that occurs, he said he would ask the motorcycle school to pay the money to the college's general fund.

"We're going to reconcile it," he said, adding that he wanted to avoid the appearance of any impropriety.

College expansion

The nine-campus City College system offers low-cost education to 110,000 full- and part-time students. Proud alumni say that the college is a driver in the regional economy, providing job training to as much as 35 percent of San Francisco's workforce.

Twice in recent years, San Francisco voters have agreed to finance college expansion plans.

In 2001, voters approved a $195 million bond measure for new satellite campuses in Chinatown and the Mission District.

Once the measure passed, the district's Board of Trustees began crafting another hefty bond issue for additional projects, including a $70 million performing arts center and a $38 million complex to train technicians for stem cell research.

On Aug. 10, 2005, the district's trustees voted to put a $246.3 million bond measure on that November's ballot, leaving the political committee less than three months to raise money for the campaign. Assistant Vice Chancellor Blomquist said lawyers retained to steer the bond measure advised college officials to "go to our vendors" to get political donations. Such vendor donations are legal when made to a bond campaign.

Eventually, city records show, the committee raised about $500,000 for the campaign, and voters approved the bond measure. But some of the donations turned out to be problematic.

The motorcycle school
The donation that experts say was illegal came from Bay Area Motorcycle Training Inc., a South San Francisco company that since 1999 has paid the college as much as $31,000 per year in rent.

In the weeks before the election, city records show the motorcycle school's president, Samuel Lepore, was negotiating a new lease with Blomquist. Four days before the 2005 election, Blomquist offered Lepore a two-year lease extension with a 10 percent discount if $10,000 of the rent were paid up front. According to the contract, the $10,000 was to be paid not to City College but to the Committee to Support Our City College. Lepore agreed.

After the election, Lepore said, he received a letter from a lawyer for the political committee, instructing him to file a major donor report because of the size of his donation. Lepore filed the report but attached a memo stating that it wasn't really a political donation.

"The money is not a contribution from BAMT, it is a payment to CCSF, redirected to the committee," he wrote, using acronyms for both the college and his motorcycle school.

Legal experts said the transaction appeared to violate several laws.

"This is money the college was supposed to receive," said Stern, the Political Reform Act co-author. "It's outrageous."

The state penal code makes it a felony for officials to misappropriate public funds, while the Political Reform Act imposes fines on political committees that fail to report the true source of a donation. The state education code bars community colleges from spending taxpayers' money for electioneering, although they are permitted to use public funds to provide "a fair and impartial presentation of relevant facts" about a bond issue. Violators of this law can be convicted of either a felony or a misdemeanor.

Blomquist said he believed the transaction was legal and proper, what he called "a chance to put a little money into the committee." He said he was acting on his own.

"When I called Dr. Day and the fundraisers and told them I had this opportunity to get $10,000 from Sam Lepore, they were happy, but it was my idea," he said. "In retrospect, I guess I probably shouldn't have come up with it."

Day said he had not determined whether the transaction was permissible but wanted it reversed to end questions about the matter.

"It is better to err on the side of being safe than sorry," he said.

The coffee bar

A $20,000 donation came from Vannarith Nget, president of Bean Scene Inc., which held a
contract to operate a coffee shop in the student union. Nget wrote the check in April 2005, a little more than two weeks after Bean Scene won a new contract to operate a second cafe, this one in a campus building at Mission and Fourth streets.

The process through which Bean Scene obtained the contract for the downtown cafe was so controversial that it caused an upheaval among trustees of the Foundation of City College of San Francisco, a group that raises funds for the institution.

In 2004, the college decided to establish a cafe on the busy downtown corner in part to provide job training for students in a culinary program there.

Chancellor Day says he had little involvement in the project. But former foundation trustee Will Weinstein, a founder of Montgomery Securities and a longtime teacher of business ethics at San Francisco State University, said Day asked him and two other trustees to help find a "commercial partner" to make the cafe project work, documents show.

According to a letter later written by their lawyer, Alan Lewis, the three trustees approached the Emeryville-based Peet's Coffee chain and persuaded the firm to bid on operating the cafe. But after reviewing the bids, Day's staff awarded the contract to Bean Scene, saying its proposal was superior to Peet's. Day later wrote that he favored Bean Scene in part because it was a "small, local business" and minority-owned.

Weinstein demanded an independent audit of how the contract was awarded, documents show. Day insisted that the process had been fair and above board, but he ordered an audit. The auditors found no wrongdoing, and on Sept. 21, 2005, Weinstein and the two other trustees, investment banker Stephen Mittel and catering executive Lee Gregory, resigned in protest.

"I am very uncomfortable with the manner in which contracts are awarded by the administration," Weinstein wrote to the foundation. "I believe their behavior to be extremely unsophisticated, questionably ethical and probably illegal."

According to its contract, Bean Scene was supposed to pay a $20,000 "signing bonus" to the college as soon as the contract was signed. Instead, Nget on April 22 paid $20,000 to the political committee. Day said he did not know why the signing bonus was paid to the political committee.

After the bond measure was placed on the ballot and the campaign geared up, the political committee decided that Nget's donation should be refunded, Day said.

"It was determined unequivocally -- let's return this check and clean it up before the campaign," Day said. In a report filed Sept. 24, three days after Weinstein and the other trustees quit the foundation, the political committee said it had refunded Nget's money. Nget later paid the $20,000 to the college's general fund, Day said.

In an interview, Nget's wife and business partner, Amy Nget, said, "We wanted to donate to education -- it was voluntary." She said, "The college had nothing to do with it."

The food truck

The college political committee also obtained $30,000 from two women with ties to a South San Francisco company that has a contract to operate food vending trucks on the main campus. The company, SuperCrown Catering, had held the contract for a decade.

In 2005, a year before its contract was to expire, SuperCrown asked the college to put the contract out to bid, records show. SuperCrown was the only bidder, and on Sept. 29, it obtained a five-year contract with the chance of extending it for up to four years more, paying $49,000 per year.

Twelve days later, on Oct. 11, Sigrun Franco, the wife of Michael Franco, who is listed as SuperCrown's co-owner, donated $10,000 to the college's political committee. On the same day, the committee reported receiving $20,000 from Mrs. G. Franco, whom Sigrun Franco identified as her mother-in-law and the wife of SuperCrown founder Gus Franco.

In a phone interview, Michael Franco said that donating was "my idea," and there was no connection between the donations and the extension of his lease.

"I felt it was a good thing to donate to, for my kids, for the future of all kids in general," he said. He said he asked his wife to put the donation in her name "because my wife generally writes our checks."

Chancellor Day described Franco as an old friend of the college. When it comes to a bond campaign, he said, "a lot of our longtime vendors say, 'How can I help?'"

The money trail

Bond campaign political donations from three businesses that rely on contracts with City College of San Francisco:

Bay Area Motorcycle Training Inc.

October 2005: City College Assistant Vice Chancellor James Blomquist negotiates with Samuel Lepore, president of a motorcycle school, to extend the lease of a college parking lot for weekend motorcycle training.

Nov. 4, 2005: Lepore agrees to make a $10,000 lease payment to the political committee for the college’s bond issue.


Dec. 1, 2005: Lepore writes to city Ethics Commission, saying that the $10,000 "is not a contribution" but a payment to the college, which he said had "directed that the check be made payable" to the political committee.

Bean Scene

February 2005: City College solicits bids on a contract to operate a college coffee shop at Fourth and Mission streets. Bean Scene, Peet's Coffee and other firms bid.

March 24, 2005: Chancellor Philip Day recommends that the contract be awarded to Bean Scene.

April 7, 2005: Vannarith Nget, president of Bean Scene, signs the contract, agreeing to pay a $20,000 "signing bonus" to City College.

April 22, 2005: Nget donates $20,000 to the Committee to Support Our City College. This represents the "signing bonus," according to the college.

Before Sept. 24, 2005: Committee to Support Our City College refunds $20,000 to Nget. Filers aren't required to report the exact date. Day says Nget then paid the $20,000 to the college.

SuperCrown Catering Inc.

Sept. 29, 2005: Chancellor Philip Day recommends awarding a new five-year contract allowing SuperCrown to operate food vending trucks on City College's main campus.

Oct. 11, 2005: The wife of SuperCrown co-owner Michael Franco donates $10,000 to the political committee. His mother donates $20,000.

April 2007: Chancellor Day describes Franco as an old friend of the college. When it comes to a bond campaign, he says, "a lot of our longtime vendors say, 'How can I help?'"

E-mail Lance Williams at lwilliams@sfdchronicle.com.

http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2007/04/06/MNGAMP44NO1.DTL

This article appeared on page A - 1 of the San Francisco Chronicle
Three trustees of City College of San Francisco say they want an investigation to result from a Chronicle story that described political fundraising abuses in the college’s 2005 bond issue campaign.

In a statement, trustees Milton Marks Jr., Julio Ramos and John Rizzo expressed concern about the story Friday that detailed how a college official diverted a $10,000 rent payment owed to the college into the campaign coffers of a political committee promoting a $246.3 million bond measure for the college.

Legal experts told The Chronicle that the transaction appeared to violate state laws against misusing public funds and laundering political donations.

The three trustees said the college should hold an emergency meeting to discuss "what action the board should take regarding personnel at the college who may have broken the law."

Aaron Peskin, president of the Board of Supervisors, joined in the call for an investigation of political fundraising at the college.

City College "owes it to the public to conduct a thorough investigation, and if they need to change their policies, they should do so immediately," Peskin told The Chronicle. "And if there's been criminal wrongdoing, they should make sure justice is served."

Martha Lucey, dean of the college's office of public information, said the college had scheduled a special meeting to discuss the issue, at 5 p.m. today.

College Chancellor Philip Day already has asked the political committee, the Committee to Support Our City College, to refund the $10,000, which represents a rent payment owed to the college by a motorcycle training school that leases a college parking lot on weekends.

"We're going to reconcile it," he said last week.

As The Chronicle reported, James Blomquist, an associate vice chancellor, told the proprietor of the motorcycle school to pay the money not to the college but to the political committee, which was
promoting a bond measure on the November 2005 city ballot. The payment was made three days before the election. Voters approved the measure.

Blomquist, who supervises construction projects, told The Chronicle that he believed he was acting properly when he told the motorcycle school to write the check to the political committee.

The story reported that in a second case, a $20,000 lease payment from a company that had just won a contract to operate a coffee shop at the college's downtown campus also was diverted to the political committee. Four months later, in August 2005, the donation was refunded, and the college was paid the $20,000, Day said.

Legal experts said the state penal code and education code bar using public funds for electioneering, while the state Political Reform Act requires political committees to truthfully report the source of funds. Federal law also forbids misuse of public funds.

In 2004, the fired president of Southwestern College in San Diego County and a local political consultant were indicted on federal wire fraud charges for using $5,890 in community college funds to pay for a television commercial promoting a bond issue. Last year they pleaded guilty to misdemeanor charges. They were ordered to repay the money and do 100 hours of community service.

Trustee Rodel Rodis blamed Blomquist's political inexperience for the donation snafu, saying the official didn't realize he was doing something improper.

Blomquist is a former project manager for Forest City Enterprises, the Cleveland-based firm that built the new Bloomingdale's retail complex on Market Street. Forest City's board co-chairman, Albert Ratner, is the brother-in-law of City College trustee Natalie Berg, former chair of the Democratic Central Committee.

"Jim is not experienced in these matters, but he has been a tremendous asset to us at a time when we have all this construction going on," Rodis said. "He didn't know. It's not an excuse, it's an explanation."

Trustee Rizzo called the circumstances of the donation most troubling, while Ramos said he was determined to ensure that "all appropriate investigations be made."

Marks said he long has been concerned about the practice of targeting the college's vendors and contractors for donations to college bond measure. He said he will ask the board to pass new rules requiring all college-related political committees to identify any donation received from a person or company doing business with the college.

"The college board should set the highest ethical standards and should do everything within our

power to distance the college from any hint of improprieties," he said.

E-mail Lance Williams at lwilliams@sfchronicle.com.

http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2007/04/10/BAG0MP5PFS1.DTL

This article appeared on page D - 1 of the San Francisco Chronicle
The chancellor of City College of San Francisco acknowledged Tuesday night that the college asked firms doing business with it to contribute to a bond measure campaign, but denied acting improperly.

"I can guarantee you no contracts have been let, altered, approved or denied based on a contribution to the bond campaign," said Chancellor Philip Day Jr. at a meeting Tuesday night of the college trustees.

Trustees Milton Marks III, Julio Ramos and John Rizzo called the emergency meeting after reading a Chronicle story that detailed how a college official had diverted a $10,000 rent payment owed to the college into the coffers of a political committee campaigning for passage of a $246.3 million successful bond measure in 2005 for the community college.

Some trustees and members of the public called for an investigation into the contributions, but the board could not take that action under state open-meeting laws because the agenda said the meeting was being held only to discuss The Chronicle articles.

Marks, Ramos and Rizzo said they would support an investigation.

"None of us on the board really knows the facts -- and we need to know before we can decide what to do," said Marks.

The trustees did decide to call a special closed-session meeting within the next two weeks to look into whether personnel at the college may have broken the law or otherwise acted improperly.

The story reported that James Blomquist, an associate vice chancellor, told the proprietor of a motorcycle school to pay rent money not to the college but to the political committee, which was promoting a bond measure on the November 2005 city ballot. The payment was made three days before the election. Voters approved the measure.

Day already has asked the political committee, the Committee to Support Our City College, to refund the $10,000, which represents the rent payment for the motorcycle training school to lease a college parking lot on weekends.

"We're going to reconcile it," he said last week.

Blomquist, who supervises construction projects, told The Chronicle he believed he was acting
properly when he told the motorcycle school to write the check to the political committee.

The story reported that in a second case, a $20,000 lease payment from a company that had just
won a contract to operate a coffee shop at the college’s downtown campus also was diverted to the
political committee. Four months later, in August 2005, the donation was refunded, and the college
was paid the $20,000, Day said.

The Chronicle found that several businesses gave $10,000 or more within days of negotiating
contracts with the community college.

Legal experts said the state penal code and education code bar using public funds for
electioneering, while the state Political Reform Act requires political committees to truthfully
report the source of funds. Federal law also forbids misuse of public funds.

Blomquist is a former project manager for Forest City Enterprises, the Cleveland-based firm that
built the new Bloomingdale’s retail complex on Market Street. Forest City’s board co-chairman,
Albert Ratner, is the brother-in-law of City College trustee Natalie Berg, former chairwoman of the
city’s Democratic Central Committee.

On Aug. 10, 2005, the community college’s trustees voted to put a $246.3 million bond measure on
that November’s ballot, leaving the political committee less than three months to raise money for
the campaign. Blomquist said lawyers retained to steer the bond measure advised college officials
to "go to our vendors" to get political donations. Such vendor donations are legal when made to a
bond campaign.

Eventually, city records show, the committee raised about $500,000 for the campaign, and voters
approved the bond measure.

E-mail the writers at mcabanatuan@sfcchronicle.com and lwilliams@sfcchronicle.com.


This article appeared on page B - 1 of the San Francisco Chronicle
CSF trustees investigate suspected fund-raising abuses

Lance Williams, Chronicle Staff Writer
Tuesday, April 17, 2007

(04-17) 20:21 PDT -- Trustees of City College of San Francisco voted Tuesday night to spend as much as $75,000 on an investigation into suspected political fund-raising abuses that were first revealed in a Chronicle story.

At a special meeting, the trustees approved hiring an investigator for a "full prompt and fair" inquiry into the newspaper’s report that a college official had diverted $10,000 in college funds to a political committee promoting a college bond measure.

Legal experts told the Chronicle that the transaction appeared to violate state laws against misusing public funds and laundering political donations. After the story was published, San Francisco Board of Supervisors President Aaron Peskin and three college trustees demanded an investigation.

Philip Day, CCSF chancellor, and Anita Grier, president of the CCSF board of trustees, proposed the internal probe, which is to be conducted by an investigator with expertise in campaign finance law. No investigator has been hired, and the trustees set no deadline for when the work should be complete.

Day has said he already asked the political committee, the Committee to Support Our City College, to refund the $10,000, which represents rent owed to the college by a motorcycle training school that leases a college parking lot on weekends.

As the Chronicle reported, James Blomquist, an Associate Vice Chancellor, told the proprietor of the school to pay the money not to the college, but to the political committee, which was promoting a $246.3 million bond measure on the November, 2005 ballot. The payment was made three days before the election. Voters approved the measure.

Blomquist told the Chronicle that he believed he was acting properly when he told the motorcycle school to write the check to the political committee.

The Chronicle’s story also reported that in a second case, a $20,000 lease payment from a company that had just won a contract to operate a coffee shop in the college's downtown campus was diverted to the same political committee. Four months later, in August, 2005, the donation was refunded and the college was paid the $20,000, Day said.

In a third case, the newspaper reported, two women with ties to the operator of a company that operates food vending trucks on the campus donated $30,000 shortly after the company got a new five-year contract.

The investigator is supposed to inquire into those cases as well as any other "illegal and inappropriate actions" in the 2005 bond campaign, according to the resolution passed Tuesday.

Earlier, trustees Milton Marks, Julio Ramos and John Rizzo had expressed concerns over the college's admitted practice of tapping college vendors and contractors for campaign donations for bond measures. The practice is legal, but critics say it is fraught with ethical issues.

Marks said he will ask the board to pass new rules requiring all college-related political committees to make a special report identifying all contractors who donate to bond campaigns.

E-mail Lance Williams at lwilliams@sfcronicle.com.

EXHIBIT 31

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”

APPENDIX - JANUARY 9, 2008
SAN FRANCISCO / City College trustees OK money for inquiry on diversion of funds

SAN FRANCISCO
City College trustees OK money for inquiry on diversion of funds

Lance Williams, Chronicle Staff Writer
Wednesday, April 18, 2007

Trustees of City College of San Francisco voted Tuesday night to spend as much as $75,000 on an investigation into suspicions of political fundraising abuses that were first revealed in a Chronicle story.

At a special meeting, the trustees approved hiring an investigator for a "full prompt and fair" inquiry into the newspaper's report that a college official had diverted $10,000 in college funds to a political committee promoting a college bond measure.

Legal experts told The Chronicle that the transaction appeared to violate state laws against misusing public funds and laundering political donations. After the story was published, San Francisco Board of Supervisors President Aaron Peskin and three college trustees demanded an investigation.

Philip Day, CCSF chancellor, and Anita Grier, president of the CCSF Board of Trustees, proposed the internal probe, which is to be conducted by an investigator with expertise in campaign finance law. No investigator has been hired, and the trustees set no deadline for when the work should be complete.

Day has said he already asked the political committee, the Committee to Support Our City College, to refund the $10,000, which represents rent owed to the college by a motorcycle training school that leases a college parking lot on weekends.

As The Chronicle reported, James Blomquist, an associate vice chancellor, told the proprietor of the school to pay the money not to the college, but to the political committee, which was promoting a $246.3 million bond measure on the November 2005 ballot. The payment was made three days before the election; voters approved the measure.

Blomquist told The Chronicle that he believed he was acting properly when he told the motorcycle school to write the check to the political committee.

The Chronicle's story also reported that in a second case, a $20,000 lease payment from a company that had just won a contract to operate a coffee shop in the college's downtown campus was diverted to the same political committee. Four months later, in August 2005, the donation was refunded and the college was paid the $20,000, Day said.

In a third case, the newspaper reported, two women with ties to the operator of a company that
operates food vending trucks on the campus donated $30,000 shortly after the company got a new five-year contract.

The investigator is supposed to inquire into those cases as well as any other "illegal and inappropriate actions" in the 2005 bond campaign, according to the resolution passed Tuesday.

Earlier, trustees Milton Marks, Julio Ramos and John Rizzo had expressed concerns over the college's admitted practice of tapping college vendors and contractors for campaign donations for bond measures. The practice is legal, but critics say it is fraught with ethical issues.

Marks said he will ask the board to pass new rules requiring all college-related political committees to make a special report identifying all contractors who donate to bond campaigns.

E-mail Lance Williams at lwilliams@sfchronicle.com.

http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2007/04/18/BAGO2PAMR51.DTL

This article appeared on page B - 9 of the San Francisco Chronicle
The San Francisco district attorney's office is investigating several suspected political fundraising abuses during a $246.3 million bond issue campaign at City College of San Francisco in 2005, The Chronicle has learned.

Informed sources said the investigation was begun in response to a Chronicle story that detailed financial improprieties in the November 2005 city election, in which voters passed a bond measure to finance an ambitious building program for the 11-campus, 92,000-student college.

In recent weeks, prosecutors started reviewing thousands of pages of documents regarding companies that obtained contracts from City College and also made political contributions to the bond campaign, the sources said.

Investigators also have interviewed people with knowledge of contracting practices at the college, said the sources, who asked not to be quoted by name.

On April 6, The Chronicle reported that a few days before the election, a college official had diverted a $10,000 lease payment owed to the college to the Committee to Support Our City College, the name of the political committee promoting the bond measure.

Legal experts told The Chronicle that the transaction appeared to violate state laws against misusing public funds and concealing the true source of political donations. Violators can be fined and imprisoned.

The Chronicle also reported that in two other cases in 2005, the political committee received donations of more than $10,000 from people associated with firms that had obtained contracts from the college only days before.

Prosecutors are "looking at the allegations of things (The Chronicle) has written about, the money that was funneled into their bond campaign," said one of the sources familiar with the investigation.

Debbie Mesloh, spokeswoman for District Attorney Kamala Harris, declined to comment on whether an investigation was under way. Jeffrey Sloan, attorney for the college district, also declined to comment.

Another source said investigators had sought documents on construction projects and professional
service contracts at the taxpayer-supported college dating back to 2004. The college voluntarily provided the documents, which included bid specifications and records of the selection process on contracts that were not subject to competitive bidding, the source said.

Meanwhile, the college's effort to conduct its own investigation into the Chronicle report has stalled, at least temporarily.

In April, at the urging of Chancellor Philip Day, the college's trustees voted to spend up to $75,000 on an internal probe into fundraising practices on the bond campaign. Trustees said they hoped to hire Sacramento lawyer Steve Churchwell, a former general counsel to the state Fair Political Practices Commission, to conduct the probe.

But at a recent meeting attended by only four of the college's seven trustees, a motion to hire Churchwell mustered three votes and failed to pass, said trustee Milton Marks III, who supports the investigation. The issue is set to come up again at a meeting Thursday, he said.

A few days before the 2005 bond election, The Chronicle earlier reported, Associate Vice Chancellor James Blomquist told the owner of a motorcycle training school that rents a college parking lot to make a $10,000 rent payment to the political committee instead of to the college.

Blomquist said he believed he was acting properly and hadn't intended to violate the law. But legal experts said the state penal code bars officials from using public funds for electioneering.

Earlier, in April 2005, a company that had just won a contract to operate a coffee shop in the college's downtown campus made a $20,000 lease payment to the political committee and not to the college, records show.

Four months later, in August 2005, the political committee refunded the donation and the college was paid the $20,000. Chancellor Day has said he was uncertain why the payment went to the political committee, but that it was returned "to clean it up before the campaign."

In a third case, two women with ties to a company that operates food vending trucks on the campus donated $30,000 shortly after the company got a new five-year contract, records show.

After the Chronicle report, Day promised reform, saying he would take steps to undo the transaction involving the motorcycle school. Sloan, the district's lawyer, said that the political committee had recently refunded $10,000 to the owner of the motorcycle school, who in turn had paid the money to the college.

To raise the money to repay the college, records show, the committee obtained donations this year from three college administrators, two labor unions and two companies that have contracts with the college.
E-mail Lance Williams at lwilliams@sfchronicle.com.

http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2007/06/26/BAGG3QOTE1.DTL

This article appeared on page B - 1 of the San Francisco Chronicle
EXHIBIT 33

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE "A"
APPENDIX - JANUARY 9, 2008
Assemblywoman Fiona Ma, who has criticized City College of San Francisco for its expansion plans in Chinatown and expressed concerns about its political fundraising, wants the state to audit the college's spending of more than $441 million in bond funds.

In a letter made public Thursday, Ma, D-San Francisco, asked the Joint Legislative Audit Committee to investigate how the college has spent the proceeds of a $195 million bond measure approved by voters in 2001 and a $246.3 million measure approved four years later.

"Numerous news reports of questionable spending have fueled calls for performance audits," Ma wrote to the legislative committee. Among other things, she said she wants to track whether there was effective oversight of how money generated by the big bond measures was being spent.

If state lawmakers order an audit, that would mark the third official probe of financial issues at the college since April, when The Chronicle reported on a series of suspected political fundraising abuses in the 2005 bond campaign. In one case, the newspaper reported, a college official diverted a $10,000 lease payment owed to the college to the political committee promoting the bond measure. Experts said the transaction appeared to violate state law. The college said the official made an honest mistake.

Since then, the district attorney's office has reviewed thousands of pages of documents regarding companies that obtained contracts from the college and also made political contributions to the bond campaign, according to sources familiar with the investigation.

In addition, the college has hired Sacramento lawyer Steve Churchwell, a former general counsel for the state Fair Political Practices Commission, to conduct an investigation into political fundraising in the bond campaign.

Chancellor Philip Day said Ma had not consulted him before requesting the state audit of the college.

"If the committee honors her request, we will be cooperating," he said. "We have nothing to hide."

Earlier this year, Ma criticized the college's plan to build a 16-story, $122 million satellite campus in Chinatown near Portsmouth Square. Opponents, including owners of the nearby Hilton Hotel, say the project is too big, millions of dollars over budget and fraught with environmental problems. But supporters, including many Chinatown leaders, say it would bring needed educational opportunities to the neighborhood.
E-mail Lance Williams at lwilliams@sfchronicle.com.

http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2007/08/24/BA0MROA8H.DTL

This article appeared on page B - 7 of the San Francisco Chronicle.
EXHIBIT 34

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”
APPENDIX - JANUARY 9, 2008
May 22, 2007

Steven G. Churchwell
DLA Piper Rudnick Gray Cary LLP
400 Capitol Mall, Suite 2400
Sacramento, CA 95814

Re: 2005 Bond Campaign Investigation

Dear Mr. Churchwell:

This letter is written on behalf of San Francisco City College. The College has retained you to conduct an investigation pursuant to the attached resolutions. Resolution 070417-B1 sets forth the scope of the investigation. Resolution No. 070510-B1, with appended contract, sets forth the monetary and other terms of your retention.

You are requested to proceed immediately with this investigation and to handle and complete it expeditiously. You will take whatever steps are necessary to promptly, thoroughly, professionally and independently investigate the matters identified in the Board Resolution 070417-B1. At the conclusion of the investigation, you will prepare a written report. The written report will summarize the issues and facts, analyze the issues identified in Resolution 070417-B1, and determine whether any violations of law or District policy have occurred, and make recommendations as appropriate.

You have full discretion to determine the investigative approach, identify and interview appropriate witnesses, and to gather appropriate documents. The District has also stressed that it desires a neutral, objective investigation and has in no way dictated or suggested any particular outcome or approach to the investigation.

In accordance with the terms of the Resolution, rather than using District personnel to coordinate witnesses, gather District documents, or address other procedural matters you may raise, please communicate with me by phone or email.

Even though you are a licensed attorney working for a law firm, we are proceeding under the assumption that the attorney/client privilege does not cover the work you perform on this investigation, including conversations you may have with City College Personnel, administrative or other personnel, what you learn during the course of
the investigation, or your investigative report. See, *Wellpoint Health Networks v. Superior Court*, 59 Cal. App. 4th 110 (1997) and *Kaiser Foundation Hospitals v. Superior Court (Smee)*, 66 Cal. App. 4th 1217 (1998). In addition, as set forth in Resolution 070417-B1, the District has decided that, to the extent permissible by law, your findings and conclusions will be made public at the conclusion of the investigation.

Please let me know if you have any questions or comments regarding this letter or any other matter.

Sincerely,

Jeffrey Sloan

C: Anita Grier, President, SFCCD Board of Trustees
   John Rizzo, Trustee

Enclosures (Board Resolutions Nos. 070417-B1 and 070510-B1)
DATE: APRIL 17, 2007

TO: BOARD OF TRUSTEES

FROM: DR. PHILIP R. DAY, JR., CHANCELLOR

SUBJECT: GENERAL FUND

RESOLUTION TO AUTHORIZE A SELECTION PROCESS AND
A CONTRACT FOR AN INVESTIGATOR IN AN AMOUNT NOT
TO EXCEED $75,000 BEGINNING NO EARLIER THAN APRIL
18, 2007 UNTIL COMPLETED, FOR THE PURPOSE OF
CONDUCTING AN INDEPENDENT INVESTIGATION OF
ALLEGATIONS CONCERNING INAPPROPRIATE
CONTRIBUTIONS TO CITY COLLEGE'S 2005 BOND
CAMPAIGN
(RESOLUTION NO. 070417-B1)

WHEREAS, on April 6, 2007, the San Francisco Chronicle reported three
questionable contributions to the Committee to Support our City College relating to the 2005
Bond campaign; and

WHEREAS, the Board of Trustees of San Francisco City College, upon learning of
this report, scheduled and conducted on April 10, 2007 an open session of the Board to
receive further information from the administration and interested parties and to enable
comment by the public and Trustees on this important public issue; and

WHEREAS, the public trust in City College as an institution depends on its
commitment to accountability, openness and forthrightness and its ability and willingness to
effectively and fully monitor and oversee the conduct of its managers and employees; and

WHEREAS, the Board and administration desire that all of the facts relating to these
issues, and the legal implications thereof, be ascertained through a full, prompt and fair
investigation; and

WHEREAS, the presumption of innocence to which all persons are entitled warrants
that a full, prompt and fair investigation be conducted before any determination of whether
inappropriate conduct occurred can be made; and

WHEREAS, a full, prompt and fair investigation is the most appropriate vehicle by
which the District may identify means for remedying any problems involving these issues
and for making any needed changes in District policies and procedures, and
WHEREAS, expertise in campaign finance law and in the conduct of governmental investigations is needed in this investigation.

THEREFORE, BE IT RESOLVED: That the Board directs that the District enter into a contract for services with an outside, expert investigator, with a maximum dollar amount of $75,000 to begin no early than April 18, 2007 and ending when complete; and

BE IT FURTHER RESOLVED: that the investigator shall be charged with the responsibility to ascertain all of the facts and legal implications relating to the foregoing issues, and for making recommendations for remediing any problems identified, including any recommendations on needed changes in District policies and procedures; and

BE IT FURTHER RESOLVED: that an ad hoc committee of the Board, consisting of no more than three members as selected by the President of the Board, using the Board’s outside labor counsel as a resource, shall select a qualified investigator to conduct the investigation; and

BE IT FURTHER RESOLVED: that the contract between the District and the Investigator providing for investigative services shall be brought to the full Board for discussion and ratification in open session in accordance with Education Code Section 81655; and

BE IT FURTHER RESOLVED: that the investigator shall operate independently from the District administration; and

BE IT FURTHER RESOLVED: that all District personnel shall cooperate fully with the conduct of the investigation; and

BE IT FURTHER RESOLVED: that the legitimate privacy rights to which City College personnel are entitled by law shall be honored in such investigation; and

BE IT FURTHER RESOLVED: that to the extent permissible by law, the findings and conclusions of the investigator shall be disclosed at the conclusion of the investigation.

SHARED GOVERNANCE REVIEW:

Yes_______; No_______; If yes, which committee:_________________

Date of review:_________________

Submitted by: ________________
EXHIBIT 36

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”
APPENDIX - JANUARY 9, 2008
DATE: May 10, 2007

TO: Board of Trustees

FROM: Dr. Philip R. Day, Jr., Chancellor

SUBJECT: General Fund
Ratification of contract with investigator in an amount not to exceed $75,000 for the purpose of conducting an independent investigation of allegations concerning inappropriate contributions to City College's 2005 Bond Campaign
(Resolution No. 070510-B1)

WHEREAS, on April 6, 2007, the San Francisco Chronicle reported three questionable contributions to the Committee to Support our City College relating to the 2005 Bond campaign; and

WHEREAS, upon learning of these allegations, The Board convened a special meeting, during which it promulgated Resolution No. 070417-B1; and

WHEREAS, Resolution No. 070417-B1 called for the retainer of an independent investigator who would (a) conduct a prompt, full, and fair inquiry into all of the facts and legal implications relating to all activities of the fundraising efforts of the 2005 Bond Campaign; (b) identify any illegal or inappropriate actions which occurred in such campaign; and (c) make recommendations as appropriate, including any recommendation regarding the need to investigate the 2001 Bond Campaign; and

WHEREAS Resolution No. 070417-B1 further empowered a two-member ad hoc subcommittee, headed by the President of the Board of Trustees, to identify the investigator; and

WHEREAS, the ad hoc subcommittee, after interviewing many highly-qualified candidates, has selected Steve Churchwell, Esq., a partner in the law firm of DLA Piper Rudnick Gray Carey ("DLA"), to serve as the investigator; and

WHEREAS, the qualifications of Mr. Churchwell reflect expertise, neutrality, and objectivity, as demonstrated by his prior service as General Counsel to the Fair Political Practices Commission ("FPPC"), by his 20 years of practice in political campaign law, by his representation of numerous public agencies in the areas of ethics and campaign finance law, by the legal community's widespread recognition of his expertise in this
area of law, by his active membership in the Council on Governmental Ethics Laws, and by his charter membership in the California Political Attorneys Association; and

WHEREAS, the District wishes to enter into a contract for services with Mr. Churchwell, through DLA, in an amount not to exceed $75,000 and at an hourly rate not to exceed $395 per hour;

THEREFORE, BE IT RESOLVED: that the Board approves the appointment of Mr. Steve Churchwell as the investigator;

BE IT FURTHER RESOLVED: that the Board requests the investigator to initiate his inquiry immediately and to (a) conduct a prompt, full, and fair inquiry into all of the facts and legal implications relating to all activities of the fundraising efforts of the 2005 Bond Campaign; (b) identify any illegal or inappropriate actions which occurred in such campaign; and (c) make recommendations as appropriate, including any recommendation regarding the need to investigate the 2001 Bond Campaign; and

BE IT FURTHER RESOLVED: that the Ad Hoc Subcommittee of the Board shall make itself available to address issues of process that may arise during the investigation, provided that the Subcommittee shall in all respects preserve the investigator's autonomy and independence;

BE IT FURTHER RESOLVED: that the Board directs all employees of the District to cooperate in this investigation and in any other inquiries by any other control agencies;

BE IT FURTHER RESOLVED: that, upon conclusion of the investigation, the Board shall receive a report which presents facts, analysis and conclusions on all pertinent issues uncovered by this investigation.

BE IT FURTHER RESOLVED: the Board directs the Administration to enter into a contract for services in accordance with this resolution; that the Board authorizes the Administration to execute any and all documents on behalf of the District to effectuate this resolution; and,

BE IT FURTHER RESOLVED: that the final executed contract will be brought back to the Board for ratification during the Regular Board Meeting scheduled for May 24, 2007.

SHARED GOVERNANCE REVIEW:

Yes: ___ ; No: X ___ ; if yes, which committee: ________________________________

Date of Review: ____________________

Submitted by: Anita Grier, President; John Rizzo, Trustee, and Ron Lee, General Counsel
CONTINUED FROM JUNE 29, 2007 TO JULY 2, 2007

DATE: June 28, 2007

TO: Board of Trustees

FROM: Dr. Philip R. Day, Jr., Chancellor

SUBJECT: General Fund
Ratification of contract with investigator in an amount not to exceed $75,000 for the purpose of conducting an independent investigation of allegations concerning inappropriate contributions to City College’s 2005 Bond Campaign
Resolution Number: 070628-B21

WHEREAS, in Resolution 070510-B1, the Board approved appointment of Steven Churchwell, a partner in the law firm of DLA Piper Rudnick Gray Carey (“DLA”), as investigator into allegations of questionable contributions to the Committee to Support our City College relating to the 2005 Bond campaign; and

WHEREAS, the District directed the Administration to enter into a contract for services with Mr. Churchwell, through DLA, in an amount not to exceed $75,000 and at an hourly rate not to exceed $395 per hour; and

WHEREAS, the Adminstration has prepared such contract and has reached agreement with DLA regarding the terms thereof, subject to Board approval;

WHEREAS, such contract is attached hereto:

THEREFORE, BE IT RESOLVED: that the Board approves and ratifies the subject Contract; and

BE IT FURTHER RESOLVED: that the Board requests Mr. Churchwell to proceed forthwith with the investigation.

SHARED GOVERNANCE REVIEW:
Yes:_____ ; No: X ; if yes, which committee: _______________________

Date of Review: _______________________

Submitted by: Anita Grier, President; John Rizzo, Trustee; and Ronald Lee, General Counsel

BOARD OF TRUSTEES
DR. ANITA GRIER, PRESIDENT · JULIO J. RAMOS, ESQ., VICE PRESIDENT
DR. NATALIE BERG · MILTON MARKS III · JOHN RIZZO · RODEL E. RODIS · LAWRENCE WONG, ESQ.
DIANA MUNOZ-VILLANUEVA, STUDENT TRUSTEE · DR. PHILIP R. DAY, JR., CHANCELLOR
EXHIBIT 38

REPORT TO THE BOARD OF TRUSTEES OF CITY COLLEGE OF SAN FRANCISCO OF AN INDEPENDENT INVESTIGATION INTO THE 2005 CAMPAIGN FOR BOND MEASURE “A”
APPENDIX - JANUARY 9, 2008
List of Persons Interviewed

DLA Piper interviewed the following people on the dates listed:

2. Kathy Hennig, August 7, 2007
3. Will Weinstein, August 7, 2007
4. Lawrence Wong, August 7, 2007
5. Steve Ngo, August 8, 2007
6. Ronald Lee, August 8, 2007
7. Peter Goldstein, August 8, 2007
8. Kevin Heneghan, August 9, 2007
9. Steve Herman, August 9, 2007
10. Vannarith Nget, August 29, 2007
11. Amy Nget, August 29, 2007
12. Sam Lepore, August 29, 2007
13. Michael Franco, August 30, 2007
17. James Blomquist, October 1, 2007
18. Nichelle Lyons, October 1, 2007
Articles in the San Francisco Chronicle

DLA Piper reviewed the following media articles related to City College in conjunction with this investigation (copies of which are attached to the accompanying appendix as Exhibits 27-33):


