



March 5, 2008

Vicki Shipman
Career Technical Education Project Manager
Las Positas College
3000 Campus Hill Drive
Livermore, CA 94551-7623

Dear Ms. Shipman,

Paul Downs Consulting (PDC) is pleased to submit this scope of services for facilitation services in connection with the Mid-Alameda AB 86 Consortium's planning process.

Scope of Services Summary: PDC will provide facilitation and other professional services the Mid-Alameda Consortium in support of collaborative educational planning involving the area's adult schools and community colleges. PDC will work closely with the firm WestEd to coordinate facilitation services with data collection and report writing.

For each task below, services to be provided include preparation of meeting design and materials, delivery of facilitation, and review of summary notes provided by the client.

Task 1: Facilitation March-June 2014. PDC will assist with facilitation in the period March-June 2014 including an April launch event, and one set of sub-regional team meetings (2 meetings), and 2 Steering Committee meetings. Time allocated to this task is 144 hours at \$150 per hour, for a total of \$21,600.

Task 2: Facilitation July 2-14-March 2015. PDC will provide facilitation services in the period July 2014-March 2015 including a large convening in September, two rounds of sub-regional meetings (4 meetings total), a large convening in December, a March 2015 "celebration," and 5 Steering Committee meetings. Time allocated to this task is 120 hours at \$150 per hour, for a total of \$18,000.

Task 3: Writing. PDC will provide writing services. Time allocated to this task is 8 hours at \$150 per hour, for a total of \$1,200.

Cost Summary

This is a contract for a fixed level of effort, i.e., 272 hours at \$150 per hour for a total of \$40,800, including direct costs. PDC will consult with you throughout the contract on budget status. This is an amount not to be exceeded without your prior approval.

We look forward to continuing our work with you on this important project.

Best regards,
PAUL DOWNS CONSULTING

Paul E. Downs

**CONSULTANT AGREEMENT
PAUL DOWNS CONSULTING**

THIS AGREEMENT is made this 20th day of May, 2014, by the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a quasi-municipal corporation, ("DISTRICT"), and Paul Downs, Paul Downs Consulting, a California sole proprietorship ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to the District Board approval on May 20th, 2014.
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from May 20th, 2014, until April, 2015. The DISTRICT is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both parties to this Agreement.
2. **Services to be Provided.** The services to be performed by CONSULTANT are described in the Consultant's scope of work, dated March 19, 2014 and attached as Exhibit A.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1. **Amount.** Compensation under this Agreement shall not exceed \$40,800.
 - 3.2. **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by DISTRICT will be required, payment shall be based on hourly rates in Exhibit A.
 - 3.3. **Records of Expenses.** CONSULTANT shall keep accurate records of payroll, travel, and expenses. These records will be made available to DISTRICT.
 - 3.4. **Termination.** DISTRICT and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice.

4. **Insurance Requirements.**

4.1. Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained DISTRICT approved insurance. For general liability and automobile insurance policies, CONSULTANT shall provide DISTRICT, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:

- The DISTRICT, its elected officials, officers, employees, agents and representatives are named as additional insureds; and,
- the insurer waives the right of subrogation against DISTRICT and DISTRICT'S elected officials, officers, employees, agents, and representatives; and,
- insurance shall be primary non-contributing.

CONSULTANT shall furnish DISTRICT with copies of all policies or certificates subject to this Agreement, whether new or modified, promptly upon receipt. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to DISTRICT by certified mail.

4.2. Insurance Types and Amounts. CONSULTANT shall maintain general commercial liability and automobile insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 for bodily injury or death to any one person for any one accident or occurrence and at least \$1,000,000 for property damage. CONSULTANT shall also maintain professional liability insurance in an amount of \$1,000,000 per claim.

4.3. Acceptability of Insurers. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed to do business in California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

4.4. Provision of Agreement to Insurers. CONSULTANT represents and warrants that they have provided a copy of this Agreement to their respective insurers, and the insurers are aware of all obligations pertaining to CONSULTANT as stated in this Agreement.

5. **Non-Liability of Officials and Employees of the DISTRICT.** No official or employee of DISTRICT shall be personally liable for any default or liability under this Agreement.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of DISTRICT.

8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this agreement shall be the property of the Mid-Alameda Adult Education Consortium. DISTRICT shall make any final work products available to any Consortium members. CONSULTANT shall provide DISTRICT with copies of these items upon demand or upon termination of this Agreement.

10. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

11. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Paul Downs
Paul Downs Consulting
1912 Grant Street
Berkeley, CA 94703

Address of DISTRICT is as follows:

Chabot-Las Positas Community College District
Lorenzo Legaspi
Vice Chancellor, Business Services
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568

12. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid, which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of DISTRICT.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

16. **Indemnification.** DISTRICT agrees to indemnify and hold harmless CONSULTANT from all claims, liabilities and losses by whomever asserted arising out of acts or omissions by DISTRICT, its officers, employees and agents in the performance of this Contract, except those arising by reason of the sole negligence of CONSULTANT, its officers, employees and agents. This provision shall survive termination of this Contract.

17. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by subsequent mutual written agreement executed by DISTRICT and CONSULTANT.

18. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the San Mateo County Superior Court.

19. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

20. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Consultant – Paul Downs

By: Paul Downs
Title: Consultant
Date: 4/2/2014

Chabot-Las Positas Community College
District

By: Lorenzo Legaspi
Title: Vice Chancellor, Business Services
Date: _____