



LOS ANGELES COMMUNITY COLLEGES

770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017 • 213/891-2000

CITY • EAST • HARBOR • MISSION • PIERCE • SOUTHWEST • TRADE-TECHNICAL • VALLEY • WEST
EDUCATIONAL SERVICES CENTER

January 25, 2016

Chabot-Las Positas Community College District
Business Services Office
7600 Dublin Boulevard, 3rd Floor
Dublin, CA 94568

JAN 29 2016

Vice Chancellor
Business Services

Attention: Lorenzo Legaspi

SUBJECT: CONTRACT NO. 4500215524; PERSONAL SERVICES AGREEMENT

Dear Mr. Legaspi:

On August 5, 2015, the above-referenced agreement was authorized by the Board of Trustees of the Los Angeles Community College District.

Enclosed, therefore, are two copies of the agreement. **Please sign and return both copies to the following address:**

Los Angeles Community College District
Contracts Office
Attention: Dorothea Mc Farline
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017

Payment to you in accord with the terms of this agreement is contingent upon our receipt of a signed agreement, and your submission of itemized invoice(s) as specified in the agreement.

A fully-executed copy of this agreement will be returned to you upon execution. Please refer hereinafter to the above Contract Number in all invoices, statements and correspondence.

Should you have any questions regarding this agreement, please call Dorothea Mc Farline of the Contracts Office at 213-891-2276. Any questions regarding payment of invoice should be directed to Betina Vallin at 213-891-2104.

Your cooperation is appreciated.

Sincerely,

Leila Menzies
Acting Director of Business Services

LM:DM:esl

Enclosures



LOS ANGELES COMMUNITY COLLEGE DISTRICT
 770 Wilshire Boulevard
 Los Angeles, CA 90017

Change to Contract

Bill To:
 Los Angeles Community College District
 770 Wilshire Blvd. A/P 5th Flr.
 Los Angeles, CA 90017

Vendor Address

CHABOT-LAS POSITAS COMMUNITY COLLEGE
 DISTRICT
 BUSINESS SERVICES OFFICE
 7600 DUBLIN BLVD., 3rd FLOOR
 DUBLIN CA 94568

Service(s) To:
 Los Angeles Community College District
 770 Wilshire Blvd., Receiving 2nd Flr.
 Los Angeles, CA 90017
 (213)-891-2000

Information

Contract Number	4500215524
Contract Amount	\$ 39,062.00
Order Date	07/16/2015
Vendor Number	1013763
Payment Terms	Payment Due Net 30 days
Requestor/Phone	Betina Vallin / 213-891-2104
Confirmed with	LORENZO LEGASPI
Start date	07/01/2015
End date	06/30/2016

Contract # must be referenced on all correspondence.

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
18380-D6013	562100		

PERSONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT
 ("District")

By: The Los Angeles Community College District
 770 Wilshire Boulevard
 Los Angeles, CA 90017

Attn: Betina Valin (213) 891-2104
 ("College")

CHABOT-LAS POSITAS COMMUNITY COLLEGE
 DISTRICT
 7600 Dublin Boulevard
 Dublin, CA 904568

("Contractor")

DATE: January 21, 2016

TERM: From: July 1, 2015 To: June 30, 2016



RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized by law; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

SERVICES. The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit.

WARRANTIES. The Contractor warrants that the Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the Services.

FEES. The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.

EXPENSES. The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.

TERM OF AGREEMENT. This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.

TERMINATION OF AGREEMENT. This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.

RIGHTS IN DATA. All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data



processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of any computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.

CONTRACTOR ACCOUNTING RECORDS. Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.

RELATIONSHIP OF PARTIES. With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the District.

WAIVER OF DAMAGES; INDEMNITY. The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

INSURANCE. Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as



set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

AMENDMENTS. This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

ASSIGNMENT. This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

GOVERNING LAW. This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

NONDISCRIMINATION. The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California



anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

BOARD AUTHORIZATION. The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.

SEVERABILITY. The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

TERMINATION FOR NON-APPROPRIATION OF FUNDS. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

NOTICE. Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.

CONFLICTS OF INTEREST. The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Contractor has been retained pursuant to this agreement.

REQUIREMENT FOR FEDERALLY FUNDED CONTRACTS.

If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment



LOS ANGELES COMMUNITY COLLEGE DISTRICT
 770 Wilshire Boulevard
 Los Angeles, CA 90017

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Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

"CONTRACTOR"
 CHABOT-LAS POSITAS COMMUNITY
 COLLEGE DISTRICT

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

"DISTRICT"
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____
 Name: James B. Watson
 Title: Manager, Contracts and Purchasing Unit

RFC: 10035855
 REF: 4500155549



LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

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EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CHABOT - LAS POSITAS COMMUNITY COLLEGE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT:

Chabot-Las Positas shall provide the services of a part-time temporary BSI Regional Network Coordinator to provide direct support to the region's colleges participating in the Bay Area Regional Network of the 2011 ESL/Basic Skills Professional Development Grant, as set forth in full on the following ten (10) pages, attached hereto and incorporated hereunder.

The Bay Area Regional Network Coordinator will be located in an office at the Chabot-Las Positas Community College District offices at 5020 Franklin Drive, Pleasanton, CA 94588-3354, or at Chabot College at 25555 Hesperian Boulevard, Hayward, CA 94545-2447, or at Las Positas College at 3000 Campus Hill Drive, Livermore CA 94551-7623.

The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and Chabot-Las Positas. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.



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EXHIBIT B

SCHEDULE OF PAYMENT

Total: \$39,062 for District fiscal year 2015-2016

*** Text changed ***