

PEPPERDINE UNIVERSITY
SERVICES AGREEMENT

This agreement is between *Pepperdine University* ("University") and *Chabot- Las Positas Community College District (CLPCCD) - Chabot College (Facilitator)*.

1. SERVICES AGREED UPON:

With oversight from the Davenport Institute at the Pepperdine School of Public Policy, Chabot College will design and deliver community workshops to develop a community vision for the Tennyson Corridor (the Corridor) of the City of Hayward, CA.

The objectives of this community engagement will be:

- 1) To engage a broad cross section of residents and stakeholders in the visioning process in order to
- 2) Identify community needs and desires for the Corridor.

To set a foundation for this effort, the Davenport Institute will provide training to the City of Hayward and to faculty and students of Chabot College on January 26, 2018.

In meetings to be scheduled in early February, the Davenport Institute and Chabot College will work together to identify the appropriate number, timing and locations of public workshops, as well as the appropriate outreach and reporting channels. The project will begin January 22, 2018 and conclude September 30, 2018. (see attached scope of work for detailed tasks and deliverables)

2. COMPENSATION

In return for the service(s) as specified above, the University will pay the college **\$24,000** for the work hours of (5) to (7) students at a rate of \$11/hour. This work (10-15 hours per student per week) will be completed over thirty (30) working weeks starting January 22, 2018. The working weeks may not be consecutive, to account for breaks and holidays.

The University will also pay the college **\$6,000** for related incidentals.

The total \$30,000 compensation will be paid by University check as follows:

Payment One: \$20,000, within 30 days of project commencement

Payment Two: \$10,000, on or before September 30, 2018.

3. STANDARDS OF CONDUCT

The Facilitator and, if applicable, his/her employees shall perform and conduct themselves in a manner which is consistent with the standards of the University: No unlawful or inappropriate conduct or language. Examples of behavior and/or language that are inconsistent with standards of the University include, but are not limited to: language that demeans and exploits women or any racial or minority groups, profanity or sexually explicit vulgarity.

4. INDEMNIFICATION FOR INJURY AND DAMAGES

Presenter shall defend and indemnify the University against and hold the University harmless for any and all costs, loss, damages, attorney fees (including in-house counsel fees) and/or claims and liability for injury to persons or property damage arising out of, connected with, or attributable to the use of the University facilities for the presentation(s) and/or event(s) contracted, which are due to the negligence or intentional actions of the Presenter.

5. INABILITY TO PERFORM

In the event that the Presenter is unable to perform the services as a result of the serious physical disability of the Presenter (except being under the influence of intoxicating beverages, narcotics or drugs), or acts or regulations of public authorities, labor difficulties, civil tumult, serious interruption or delay of transportation service, force majeure, or other cause beyond the control of the Presenter or University, then this Agreement shall terminate. Presenter shall return any advance payment by University forthwith, and the parties hereto shall be released from any and all obligations to the other. In the event that the acts or regulations of the public authorities of any of the above should make it impossible for a majority of the program participants to arrive, then this agreement shall terminate and the parties hereto shall be released from any and all obligations to the other.

6. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed so as to constitute the parties hereto a partnership or joint venture, nor to make the University liable in whole or part for any obligation that may be incurred by the Facilitator in carrying out any of its obligations under the provisions hereof. The facilitator and any employees or volunteers shall be deemed independent contractors of the University.

7. AGREEMENT AND INTERPRETATION

- A. This agreement shall be considered the entire agreement between the parties
- B. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties unless incorporated in this agreement. This agreement contains all the terms and conditions agreed upon by the parties, and may not be amended except in writing signed by both parties.
- C. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of California. The parties also agree that venue of any dispute will be in the federal or state courts of Los Angeles County.

8. COST OF LEGAL ACTION OR COLLECTION

In the event of any legal action of any nature, (including, but not limited to arbitration) or any collection efforts are needed for the collection of fees, due and payable pursuant to the Agreement, or for damage in any way related to the Presenter's breach of duties or the event stated in this Agreement, the expenses of such action or efforts, including attorney fees, and in-house counsel fees costs and interest thereon at the maximum legal interest rate and shall be paid to the prevailing party.

9. INCOME TAX WITHOLDING

In accordance with the State of California Franchise Tax Board, the University will report and withhold 7% from payment to Presenter who is a nonresident of California, performing services within California, that exceed \$1,500.00 per calendar year. If the Presenter is a tax exempt entity or is a nonresident of California and has a permanent place of business in California, the Presenter should complete California Form 590 and return it to the University along with this signed contract. Any questions regarding this regulation should be directed to the California Franchise Tax Board Withholding Services and Compliance at (888) 792-4900.

This Agreement shall be effective only if a fully executed copy is received by the university within 15 days of the execution of the Agreement by the University. Executed by the University on Jan 18, 2018.

PEPPERDINE UNIVERSITY

FACILITATOR

BY _____

BY _____

DATE _____

DATE _____

Name: Sheryl Covey
Title: Assistant Dean for Administration
Department: School of Public Policy

Name: Lorenzo Legaspi
Title: Vice Chancellor
Department: Business Services

Phone: 310-506-7470

Phone: 925-485-5203

Exhibit A: Scope of Work for this Agreement

This scope of work supplements the scope of work between the Davenport Institute and Chabot College, which is included as Exhibit B.

The City agrees to compensate Chabot College a flat fee of \$15,000 for the below work. This work will be completed over thirty (30) working weeks, starting January 22, 2017. The working weeks may or may not be consecutive, to account for breaks and holidays. This work will be performed by the following Chabot faculty members:

Sean McFarland, Language Arts Faculty
Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545
(510) 723-7427
smcfarland@chabotcollege.edu

Work Tasks:

- Strategic planning and project management
- Day-to-day supervision of student workers, including monitoring hours worked
- Bi-weekly progress report phone calls with City of Hayward staff
- Collaboration and communication with City staff on organizing outreach activities and implementation of project activities
- Coordination and leadership: ensuring that all Student Work Tasks and Deliverables in Exhibit B are completed

Deliverables:

- Oversight of all student deliverables listed in Exhibit B
- Quarterly presentations to City of Hayward staff team on findings
- Quarterly transfer of photos and/or video footage of events and activities that can be used for City publications and social media
- End-of-project written report summarizing findings and recommendations

Exhibit B: Scope of Work between the Davenport Institute and Chabot College

The Davenport Institute agrees to compensate Chabot College for the below work. This work will be completed over thirty (30) working weeks, starting January 22, 2017. The working weeks may or may not be consecutive, to account for breaks and holidays.

The Davenport Institute will reimburse the College up to \$24,000 for the work hours of five (5) to seven (7) students at a rate of approximately \$11.00 per hour.

	Option 1	Option 2
# of Students	5	7
Hourly Rate	\$11	\$11
≈ Hours/Week	15	10
# of Weeks	30	30
Total Cost	\$24,000	\$24,000

In addition, the Davenport Institute will reimburse the College for up to \$6,000 for supplies needed for the below deliverables.

Student Work Tasks:

- Design, advertise, and conduct a variety of outreach activities in the Tennyson Corridor
- Create and administer surveys and other data collection tools
- Plan and execute events and projects to increase community engagement and data collection
- Serve as liaisons between the City and City-identified community stakeholders
- Shoot and edit video where needed
- Create multimedia presentations
- Design and create promotional and educational materials
- Serve as liaisons between the Tennyson Corridor and related classes at Chabot College
- Attend trainings and other meetings facilitated by Davenport and City of Hayward

Deliverables:

- Electronic results from empathy interviews with at least 200 community members – these interviews can be individual or in a focus group setting
- At least four (4) stakeholder meetings
- At least two (2) community events that include themes of asset mapping and/or local history
- Photos and/or video footage of outreach activities
- An end-of-project list of recommendations for the City