

PERALTA COMMUNITY COLLEGE DISTRICT Item No. ____
Board of Trustees Agenda Report

For the Trustee Meeting Date of: July 20, 2010

ITEM TITLE: Request Board Authorization to Enter a Contracted Services Agreement with The ELS Group LLC

Consider Approval of Office of the President, Merritt College, to retain the services of Ms. Alice Marez as a consultant to the Merritt College Business Office through The ELS Group LLC.

BOARD ACTION REQUESTED: District administration requests Board authorization to enter a Contracted Services Agreement with the ELS Group LLC to utilize the professional and technical services of Alice Marez as a consultant beginning August 1, 2010 through June 30, 2011, or until the position is filled (whichever occurs first). The contracted services will be at a rate of \$11,500 per month or \$126,500 for Fiscal Year 2010-11.

ITEM SUMMARY: Contracted services includes business operations; fiscal solvency and budget development; development of periodic budget reports; and financial projections; assist planning for the operational needs of Merritt College as well as applicable statutes, regulations and internal accounting, purchasing, payroll, fiscal, and facilities reporting policies and procedures; and review and make recommendations regarding the work of the department related to facilities maintenance and operations and leased facilities to assure optimum utility.

BACKGROUND/ANALYSIS: Not Applicable

ALTERNATIVES/OPTIONS: Not Applicable

EVALUATION AND RECOMMENDED ACTION:

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT): The source of funds to accommodate the contract would be from Cost Center 631 (Merritt College Business Office). The cost of hiring a consultant would substantially save the District in costs associated with health benefits, PERS contributions, and other payroll contributions.

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ NO X

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

Trudy Largent, Vice Chancellor for Human Resources

DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM?

YES _____ NO X

IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: Trudy Largent Date: 7/15/10
Trudy Largent, Vice Chancellor for Human Resources

DOCUMENT PRESENTED BY:

Prepared by: Trudy Largent Date: 7/15/10
Trudy Largent, Vice Chancellor for Human Resources

FINANCE DEPARTMENT REVIEW

Finance review required X
 Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: _____ Date: _____
Vice Chancellor for Budget & Finance

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: _____ Date: _____
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: Wise Allen Date: _____
Wise Allen, Chancellor

The ELS Group LLC

CONTRACTED SERVICES AGREEMENT

The following proposal, once executed and returned, outlines an agreement for contracted services to be provided by The ELS Group, to Peralta Community College District (Merritt College). More specifically, The ELS Group (hereinafter "ELS"), agrees to contract with Peralta Community College District (hereafter "District") to utilize the professional and technical services of Alice Marez (hereafter "Consultant"), an independent *Consultant*, and to pay fees for time and delivery of those services as outlined herein.

It is also mutually agreed herein that:

1. To the extent allowed by law, the District and ELS, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.
2. It is understood that ELS is responsible for the actions of its officers and employees; that the Consultant is not an employee of the District regardless of nature and extent of the acts performed by the Consultant; that inasmuch as said Consultant shall not be an employee of the District, the District does not assume liability under law for any act of the Consultant performing or traveling pursuant to this Agreement. Furthermore, as the Consultant is a self-employed independent contractor, neither the District nor ELS shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or collection of federal or state income tax withholding for or on behalf of the Consultant.
3. Payment of fees in consideration of this agreement shall be as stipulated in Appendix "B". ELS will bill, at the beginning of each month for the services outlined in Appendix "A". The District will reimburse ELS for services provided by the Consultant within 30 days of receipt of a valid invoice from ELS.
4. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the District and ELS, but is, rather, an agreement by and between the independent contractors, these being District and ELS.

5. The Consultant shall perform the services as defined in Appendix "A". To the extent that the law allows, the Consultant may discharge the duties which are consistent with his/her status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and the Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further understood and agreed, it is the District's responsibility to ensure that a true independent contractor relationship is established and maintained.

6. This agreement month to month portion and shall remain in full force and effect beginning August 1, 2010 and shall thereafter be automatically renewed, without comment, on a month to month basis indefinitely until cancelled in writing by either party giving 30 days notice.

FOR: The ELS Group (ELS)



Sallie A. Savage
Senior Partner
The ELS Group

July 15, 2010

Date

FOR: District

Chancellor
Peralta Community College District

Date

President
Merritt College

Date

APPENDIX "A"

Contract Between
The ELS Group and Peralta Community College District (Merritt College)
Services of Consultant Alice Marez

Services to be performed:

Fiscal Solvency & Budget Development

- Assess financial health of College, recommend control programs and systems designed to assure compliance with budget allocations
- Develop and provide periodic budget reports and financial projections
- Coordinate audits of campus and student activities, review financial accounts for Associate Students and the College and the Bookstore and advise college administration
- Review and recommend improvements to budget development process
- Review revenue and expenditure assumptions and determine efficacy of 2009/10 budget
- Recommend actions necessary to balance 2010/11 budget

Operational Protocols & Procedures

- Review business office organizational structure and recommend changes as needed consistent with the planning agenda and operational needs of the college as well as applicable statutes, regulations and internal accounting, purchasing, payroll, fiscal, and facilities reporting policies and procedures
- Review work of the department and provide recommendations for fiscal and general business activities, including custodial services, time sheets, requisitions, duplicating services, telephone and switchboard operations, cash collection and disbursement of funds
- Consistent with District policies, procedures and union agreements, assess activities related to records maintenance, selection, evaluation, discipline and grievance processing for personnel and recommend related changes
- Make recommendations regarding the maintenance of campus equipment inventory control records in coordination with District records and procedures
- Review/revise/write business operational procedures as needed and develop a College standard operating procedures manual

Facilities

- Consult with the Director of Physical Plant and other appropriate officials regarding the overall maintenance and operation functions of the college's

physical plant and property including leased facilities, to assure optimum availability and utility of facilities.

- Provide recommendations regarding facilities planning, including expansion, design and modification of existing facilities and construction of new facilities.
- Develop and evaluate procedures and plans regarding community and campus groups use of college facilities.

Institutional Resource

- Act as consultant between the College and District Administrative and Financial Services Offices and assists in the development of District policy and regulations
- Serve as resource person for College management regarding grant agreements and other external financial and service relationships
- Act as a resource person for health and safety programs and committees and act as chair of College health and safety committees.
- Participate in the college governance committees; participates in the development of policies and goals.
- Other services as agreed upon by the parties

APPENDIX "B"

Contract Between
The ELS Group and Peralta Community College District (Merritt College)
Services of Consultant Alice Marez

ELS will bill, at the beginning of each month for the services outlined in Appendix "A". The District will reimburse ELS for services provided by the Consultant within 30 days of receipt of a valid invoice from ELS as stipulated below.

Consultant's Fee	\$10,000.00
Expenses	500.00
ELS Group Fee	<u>\$ 1,000.00</u>
Total Monthly Fees	<u>\$11,500.00</u>