



This AGREEMENT herein after "Agreement", is effective March 1, 2013 by and between The ELS Group LLC, herein after "ELS" with offices located at 1071 Roosevelt Street, Monterey, CA 93940 and Laney College (Peralta CCD) herein after "District" with offices located at 900 Fallon Street, Oakland, CA 94607 for the interim services of Joseph Bissell herein after "Consultant"

**WITNESSETH**

WHEREAS, District wishes to have the benefit of the experience and expertise of Consultant; and

WHEREAS, the parties hereto desire that

Consultant perform services for District in the manner hereinafter set forth in Appendix A; and

WHEREAS, the parties have agreed that payment for such services shall be as set forth in Appendix B;

NOW, THEREFORE, in consideration of the promises and of the covenants and agreements herein contained, the parties hereto agree as follows:

**Article 1. Status of the Parties**

Section 1.01 It is the express intention of the parties that ELS and District are independent agencies and neither is an employee, joint venturer, agent or partner of the other.

Section 1.02 It is the express intention of the parties that Consultant is an independent contractor and not a joint venturer, agent or partner of ELS. Nothing in this agreement shall be construed as creating or establishing the relationship of employer and employee between ELS and Consultant.

**Article 2. Engagement; Term.**

District hereby engages Contractor to perform services for District and District hereby agrees to accept performance of services by Consultant as further set forth in Appendix A of this Agreement. The term of this Agreement shall be from March 1, 2013 through June 30, 2013 unless it is terminated by either party in accordance with the provisions of Article 3 of this Agreement.

**Article 3. Trade Secrets and Confidential Information.**

District acknowledges that, in the course of engagement hereunder, District may become acquainted with proprietary or confidential information or trade secrets ("Confidential Information") of ELS. Such Confidential Information includes, but is not limited to, client and customer lists, data, compensation and records; computer software programs; internal manuals and processes; internal policies, practices and procedures; prospects and proposals; financial, pricing and cost information. All records and equipment and other materials relating in any way to any Confidential Information relating to clients or to the business of ELS shall be and remain the sole property of ELS during and after the end of this engagement. District agrees not to, without the prior written consent of ELS, during the term of this Agreement or thereafter, disclose or make any use of such Confidential Information except as may be required in the course of performing duties under this Agreement.

**Article 4. Solicitation of Providers**

District covenants and agrees that it shall not, during the term of this Agreement and for a two (2) year period thereafter, directly or indirectly solicit the services of any Provider who has provided services to district through ELS.

**Article 5. Successor Parties; Non-Assignability**

This Agreement shall be binding upon and inure to the benefit of any successor of ELS and, unless clearly inapplicable, references herein to ELS shall be deemed to include any successor of ELS. This Agreement also shall be binding upon and inure to the benefit of the District's legal representatives. None of the parties to this Agreement may assign their rights, duties and obligations under this Agreement except to a legal receiver or other successor.

**Article 6. Indemnification.**

To the extent allowed by law, ELS and District, shall each defend, indemnify and save harmless the other and its Board of Trustees, members, officers, and employees against any and all claims, actions, liabilities and losses, by whomever asserted, for acts, errors or omissions on the part of their respective members, officers, agents, students or employees arising out of any activities in the performance of this Agreement, provider however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.

**Article 7. Governing Law and Choice of Forum.**

The parties hereto acknowledge and agree that validity, interpretation, construction, performance, enforcement and remedies of or relating to this Agreement, and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to the conflict of law principles, rules or statutes of any jurisdiction. The parties hereto acknowledge and agree that any and every legal proceeding arising out of or in connection with this Agreement shall be brought in the Superior Court of



Date Signed: March 1, 2013

## APPENDIX "A"

Contract Between

The ELS Group and Laney College (Peralta CCD)

For the Consultant services of Joseph Bissell

Consultant will use his professional skill and California Community College experience to assist the President, District administration, and any consultants engaged by the District with budget and financial processes, and related matters as requested. These matters may include, but are not restricted to the following:

Services to be performed:

### Fiscal Solvency and Budget Development:

- Assess financial health of College recommend control programs and systems designed to assure compliance with budget allocations
- Assist development of periodic budget reports
- Coordinate and advise President about audits of campus and student activities, review financial accounts for Associate Students and College Bookstore
- Review budget development and recommend changes to the Administration
- Recommend actions to assure the efficacy of the budget and recommend actions to balance the budget

### Operational Protocols and Procedures:

- Review the work product of Business Services and subordinate departments
- Make recommendations regarding the maintenance of campus equipment inventory control
- Review and recommend revision of business operational procedures as appropriate

### Facilities:

- Consult with the Director of Physical Plant and other appropriate officials regarding the overall maintenance and safety of the physical plant and property
- Develop and evaluate procedures and plans regarding community and campus groups use of facilities

### Institutional Resources

- Act as consultant between the College and District Administration and Financial Services Offices

- Advise college management regarding grant agreements and other external financial and service relationships
- Attend health and safety governance committees
- Other profession functions agreed upon by all parties

### **Appendix "B"**

#### **The ELS Group and Laney College (Peralta CCD)**

ELS will bill, at the beginning of each month for the services of that month as outlined in Appendix "A". ELS bills at the end of the month. Invoices outstanding more than sixty (60) days will be assessed a late charge of one (1%) percent per month on the outstanding balance, including prior late fees. Three separate invoices will be submitted each month; Consultant's fees, expenses incurred (with receipts), and the monthly ELS fee.

Consultant will provide services to the college four days per week with the exception of May 6 through May, 10 2013.

The monthly pay for the Consultant's services shall be \$10,000.00.

The ELS Fee of \$1,000 per month, plus expenses to be invoiced separately, with receipts for actual expenses.

- Advise college management regarding grant agreements and other external financial and service relationships
- Attend health and safety governance committees
- Other profession functions agreed upon by all parties

### **Appendix "B"**

#### **The ELS Group and Laney College (Peralta CCD)**

ELS will bill, at the beginning of each month for the services of that month as outlined in Appendix "A". ELS will bill at the end of the month for expenses incurred by the Consultant. Invoices outstanding more than sixty (60) days will be assessed a late charge of one (1%) percent per month on the outstanding balance, including prior late fees. Three separate invoices will be submitted each month; Consultant's fees, expenses incurred (with receipts), and the monthly ELS fee.

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