HICKS
CONSULTING GROUP

PROFESSIONAL SERVICES AGREEMENT
Hicks Consulting Group, Inc.

Hicks Consulting Group, Inc. (hereinafter "HCG"), and the undersigned business entity Peralta Community College, District (hereinafter "CLIENT") wish to devise and implement a professional business relationship under which HCG shall supply referrals of skilled computer personnel to be retained by the CLIENT on a contract basis [hereinafter "CONSULTANT(S)"], selected according to professional specifications supplied by the CLIENT.

WHEREFORE, in consideration of the mutual promises and covenants contained herein, the undersigned hereby agree as follows:

I. **SERVICES:** The CLIENT shall submit to HCG, upon determining a need to retain the use of a CONSULTANT, a specific description and set of requirements necessary for that assignment (hereinafter "Consulting Assignment") and the dates, location, hourly rate of pay and other essential information needed by HCG in assisting the CLIENT to fill the Consulting Assignment. HCG shall thereupon commit its resources and best efforts to identify and locate suitable candidates qualified for the Consulting Assignment, and shall arrange interviews between the CLIENT and suitable CONSULTANTS. Upon arranging the initial contact between CONSULTANTS and the CLIENT, HCG shall function as an intermediary, assisting the CLIENT and the selected CONSULTANT in agreeing on suitable terms.

2. **COMPENSATION:** CLIENT shall compensate HCG at an agreed upon hourly rate for services provided by the CONSULTANT. The hourly rate for such services shall be agreed upon in advance between the CLIENT and HCG on an individual basis for each Consulting Assignment. Prior to the commencement of services, HCG and CLIENT shall execute an Appendix to this Agreement deemed to incorporate the terms and conditions of this Agreement and shall include the following information: CLIENT company information, assignment start date, anticipated end date, consultant rate per hour, consultant name and description of assignment. CLIENT shall not disclose such hourly rate to CONSULTANT. On a semi-monthly basis, the CONSULTANT will present to an authorized managing or supervising official for the CLIENT an HCG timecard for signature, such card to accurately reflect the total hours worked by the CONSULTANT during one of the semi-monthly time periods. The authorized official shall review and sign the timecard so that it may be submitted to HCG. HCG shall thereupon submit billing to the CLIENT for services performed in accordance with Section 3, below.

3. **TERMS OF PAYMENT:** Our billing periods are semi-monthly. Twice a month you will receive a bill from us for the previous periods work. Each bill will be prepared in accordance with the rates specified in the corresponding Appendix to this Agreement. The CLIENTS signature on the CONSULTANTS timecard confirms the CLIENTS acceptance of the invoice based on that timecard. Invoices are considered due and payable immediately upon receipt. Invoices not paid by the CLIENT to HCG within fifteen business days of receipt will be subject to a service charge in the form of interest at a rate of one-and-one-half percent per month on the unpaid balance, not to exceed the highest rate permitted by law.

4. **EXPENSE REIMBURSEMENT**
   A. Any reimbursement by CLIENT to CONSULTANT for out-of-pocket expenses shall be specifically agreed upon between CLIENT and CONSULTANT and any such agreed reimbursement shall be paid directly from CLIENT to HCG who will, in turn, pay the CONSULTANT.

   B. Under no circumstances shall HCG attempt to negotiate reimbursement of expenses to CONSULTANT, nor become involved in making claims for, nor be responsible for payment of any such reimbursement of expenses.

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5. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date of execution hereof and shall remain in effect until terminated by either party upon 30 days prior written notice. Notice may be given by HCG to CLIENT, or by CLIENT to HCG, but such termination shall not extinguish any other obligations between the parties contained in this Agreement. It is understood and agreed upon that termination of this Agreement shall not affect the obligations of CLIENT under Paragraph 7 hereof, relating to Employment after Termination.

6. **CONFIDENTIAL AND PROPRIETARY INFORMATION:**

   A. All terms and provisions of this Agreement and all materials furnished in conjunction herewith, including but not limited to resumes' of CONSULTANTS, are agreed by CLIENT to be confidential, proprietary and to constitute a trade secret of HCG, and shall not be divulged or otherwise made available by the CLIENT to any person, representative or organization other than CLIENT, without written consent by HCG.

   B. HCG agrees to obtain from the CONSULTANT, pursuant to HCG's Agreement with that individual, a written agreement to the effect that confidential information obtained, generated or otherwise acquired by the CONSULTANT while in the contract employ of the CLIENT shall be recognized and treated as confidential and proprietary information, and shall under no circumstances be disclosed to any third party, absent the express written consent of the CLIENT.

   C. CLIENT understands that, by a CONSULTANT's achieving the desired result for CLIENT, CONSULTANT may develop certain procedures, processes, systems or other similar items which may properly be the subject of certain possessory and proprietary rights including copyright or patent. Prior to CONSULTANT's commencing services, CLIENT and CONSULTANT shall negotiate and agree who shall retain any such possessory and proprietary rights.

7. **EMPLOYMENT AFTER TERMINATION**

   A. Should CLIENT hire any CONSULTANT referred to CLIENT by HCG as a permanent employee, whether or not said CONSULTANT accepted a Consulting Assignment with CLIENT as a result of such referral, and the initial date of such permanent employment is within one year after the CONSULTANT has either been referred to CLIENT or has completed a temporary Consulting Assignment with CLIENT, whichever is later, the CLIENT shall compensate HCG for placement of a permanent employee at a fee calculated as 25% of the employee's first annual salary if CONSULTANT has not been on contract with CLIENT or has been on contract with CLIENT up to three months, 20% between three months and six months, 15% between six months and nine months, 10% between nine months and one year, and 5% after one year. Said amount thus calculated shall be due and payable within ten business days after CONSULTANT begins permanent employment with CLIENT.

   B. Should CLIENT contract with CONSULTANT on a temporary basis otherwise than through HCG, and the initial date of such temporary employment is within one year after: (1) the Consulting Assignment ends or (2) if CONSULTANT was presented but never began work, within one year after the date CONSULTANT was referred to CLIENT, CLIENT shall pay to HCG an amount equal to $17.25 per hour of temporary work by CONSULTANT, or 25% of the hourly rate being paid to CONSULTANT by CLIENT, whichever is greater. The parties hereto specifically agree that the compensation referred to above is in the nature of liquidated compensation and reflects the parties determination as to the amount of just compensation for such events.

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8. **STATUS OF CONSULTANT**

A. CLIENT understands that the individual consultant who performs the services to achieve the desired result may be an employee of a corporation owned solely or substantially by the individual CONSULTANT. Under such circumstances, CLIENT understands that it will be negotiating and agreeing with such corporation in regard to achieving the specific desired result.

B. CLIENT understands that CONSULTANT may transact his/her business as an independent contractor and may have a business license, a fictitious business name, and may have filed a Fictitious Business Name Statement. As an independent contractor, CONSULTANT shall not be covered by any of CLIENT's insurance; for example, unemployment insurance, workers' compensation insurance, disability insurance, etc. Under no circumstances shall CLIENT hold CONSULTANT out as an employee, agent, representative or in any manner affiliated with HCG and/or CLIENT, except as is consistent with CONSULTANT's status pursuant to this Agreement.

9. **ESTIMATES:** Any estimate given by HCG or the CONSULTANT to the CLIENT as to the time required to complete or provide any services covered under this Agreement are given solely for purposes of reference and convenience, and HCG shall not be liable for any failure, material or otherwise, to comply with the terms of such estimates unless such estimates and deadlines are clearly set forth as a material part of this Agreement in an Appendix attached hereto.

10. **RELATIONS WITH CONSULTANT; LIABILITY:** During the term of the consulting Assignment, the CLIENT shall assume full responsibility for relations with the CONSULTANT, and CLIENT shall save and hold HCG harmless and indemnify HCG from and against all liability, damages, claims or actions in law or in equity, for losses, personal injury, death, or property damages (including attorney's fees) incurred as a reason of the conduct or intent, negligent or otherwise, of the CONSULTANT, save and except actions involving willful, intentional and malicious acts on the part of HCG.

11. **SAFETY:** HCG will be responsible for providing all employed CONSULTANTS with initial safety training and all CONSULTANTS will be instructed to follow all CLIENT safety and security regulations and procedures while on assignment with CLIENT. CLIENT acknowledges their responsibility to provide a safe and healthful workplace for all CONSULTANTS. Accordingly, CLIENT shall include CONSULTANTS in all safety related training activities it provides to its employees in the same type of work including routine company fire drills, and will include CONSULTANT workplace in CLIENTS routine workplace hazard inspections.

12. **MISCELLANEOUS**

A. CONSULTANT has retained the right to perform consulting services for others concurrently with performance of this Agreement.

B. If litigation is commenced in regard to the terms and conditions of this Agreement or the subject matter hereof, the prevailing party shall be awarded reasonable attorney's fees and court cost.

C. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussion between the. None of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as duly set forth on, or subsequent to, the date hereof in writing and signed by the party to be bound thereby, or its duly authorized representative.

D. The term "Agreement", as used herein, includes all terms and conditions contained herein, any Appendices attached hereto and any future written: (I) amendment, (ii) modification, or (iii) supplement made hereto, including but not limited to letters of amendment referencing this

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Agreement and incorporated herein by the mutual written consent of both parties hereto.

E. The captions or headings used in the Sections of this Agreement are for convenience of reference only and are not to be interpreted so as to influence the construction or meaning of any of the terms of this Agreement.

F. This Agreement constitutes a Professional Services contract and may not be assigned by either party without the prior written consent of the other party.

G. Should any provision of this Agreement be ruled or adjudged invalid under any applicable legal authority, such provision shall be to that extent deemed omitted, and the remaining terms of this Agreement shall be maintained in full force and effect.

H. Failure on the part of either party to at any time require performance by the other party of any term or provision of this Agreement shall not affect the non-requiring party's right to require performance of such term or provision at any future time. Waiver by either party hereto of any term or provision of this Agreement shall likewise not be construed as exonerating the other party from any other term or provision of this Agreement.

I. This Agreement has been entered into and shall be governed and construed under and in accordance with the laws of the State of California.

J. Any notice, request, demand or other communication required or permitted hereunder shall be given in writing, postage fully prepaid, to the party to be notified. Such notices shall be effective upon personal delivery, or three business days after mailing, to the address set forth below:

CLIENT:	Peralta Community College District 333 East 8th Street Oakland, CA 94606
HCG:	HICKS CONSULTING GROUP, INC. 2950 Buskirk Avenue, Suite 225 Walnut Creek, CA 94597

The above addresses may be changed by giving written notice of such change to the other party hereto.

Candidates presented: Srinivas Nellure, Joel Gratz, Michael Lo

IN WITNESS WHEREOF, we have hereunto set our hands.

HICKS CONSULTING GROUP, INC.		**CLIENT**	
By:	Lisa Price Lisa Price	By:	Thomas Smith Tom Smith
Title:	V.P. Human Resources	Title:	Vice Chancellor
Dated:	7/31/08	Dated:	