

Clague

Executive, Leadership & Technology Mentoring

SHORT FORM PROFESSIONAL SERVICES AGREEMENT

This services agreement (“Agreement”) is made and entered into as of the 1st day of August 2016 by and between Peralta Community College District (the “District”), on behalf of its Chancellor and Board of Trustees, located at 333 East 8th Street, Oakland CA and Clague (“Contractor”) located at 28 Hornbill Court, Sacramento CA.

RECITAL:

District and Contractor desire to enter into this Agreement for Contractor to provide Executive, Leadership and Technology Mentoring & Support services described in Exhibit A, in recognition of which District will compensate Contractor in accordance with selected term and conditions set forth in Exhibit B.

AGREEMENTS

In consideration of the recital and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Mutual Responsibilities;

- a. **Contractor:** Will perform the Services specified in Exhibit A, to the reasonable satisfaction of District as determined by the Chancellor.
- b. **Contractor Status:** Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and other liabilities with regard to such payments.
- c. **District:** Will provide all documentation, data and access to staff as may be deemed necessary by Contractor in the completion of the duties and responsibilities specified in Exhibit A.
- d. **District:** Upon satisfactory performance District shall pay the Contractor the amount set forth in Exhibit B within 30 days following end of the calendar month in which services were rendered and for which Contractor has provided an invoice to the District. District shall pay all mileage expenses and other expenses (as approved by the district) necessarily incurred by Contractor in completion of the work as specified in Exhibit B and as invoiced by Contractor.

2. Term. The term of this Agreement shall be from the date of this Agreement until 30th June 2017. ~~Except~~ **In addition to** material breach of the Agreement by the other party, this Agreement may ~~not~~ be terminated by either party with a thirty-day notice except that the District may immediately terminate this Agreement upon the death or incapacity of Contractor.

Clague

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3. Ownership of Work Product. Contractor hereby assigns, grants and transfers to the District all rights, title and interest in any reports, documents, or other materials authored or created by Contractor for the District pursuant to this Agreement, including all copyrights, renewals and extensions thereof.

4. Relationship. The parties hereto are independent organizations. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of the District pursuant to this Agreement. Neither party shall have the authority to nor shall either party attempt to create or assume any obligation by or on behalf of the other party.

5. Disputes: All disputes shall be subject to binding arbitration through an independent arbitrator of the districts choosing, but mutually agreed upon by both parties, at the District sole expense.

6. Liability: Contractor's liability shall be limited to the total amount actually paid to Contractor by the District under the terms of this agreement.

7. Miscellaneous. This Agreement may not be assigned without the written consent of the other party. Contractor's services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

Clague



Sign: Roger Clague

Clague – Principal

PERALTA

COMMUNITY COLLEGE DISTRICT

Sign: Dr. Jowel Laguerre

Chancellor PCCD

Clague

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EXHIBIT A Support Services To Be Provided

| Description of Services: | Timeframe |
|---|--|
| 1. Independent Executive Assessment of performance of Ferrilli, measured against contract with District, and in line with “reasonable expectations & standards” within the Information Technology Management world. | August 1-31, 2016 |
| 2. Executive management of: a. Technology partner selection including RFP preparation & Vendor Selection process. b. Transition management through the end of the current “Ferrilli Agreement” and with next service provider” through June 30 th 2017 | a. Through Dec 31 st 2016 b. Throughout term |
| 3. Liaison support between Ferrilli, and successor IT Management Company, Chancellor and Staff. | Throughout term. |
| 4. Independent executive level advice & counsel to Chancellor and Peralta Board of Trustees on all matters of enterprise technology | |
| 5. Other related tasks as requested by District Chancellor | Throughout term. |

Deliverables:

1. Verbal & written updates to Chancellor as required by Chancellor
2. Executive Management of “New Vendor Selection Process” including:
 - a. Draft Outcomes Based Request For Proposal (RFP)
 - b. Release of Final Outcomes Based RFP
 - c. Management of vendor review and selection
 - d. Transition Continuity Management as required
3. Board Presentations as may be required

NOTE:

Clague warrants and attests that **Clague** (to the best of **Clague’s** knowledge) has no prior business or personal relationship with Ferrilli, Robert Ferrilli, Ferrilli Information Group, FIG Solutions or any known Ferrilli affiliates.

The selection of **Clague** for the performance of these services is to ensure full independence from Ferrilli in the selection of a successor agency for provision of “Enterprise Information Technology Leadership and Management Services”, and to afford Ferrilli equal and fair access to the ongoing opportunity to serve the District.

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EXHIBIT B

Support Services Compensation Schedule

| <u>Monthly Retainer Rate</u> | <u>Monthly Retainer (5 Month Min)</u> | <u>Base Daily Rate</u> | <u>Additional Hourly Rate</u> | <u>Suggested Engagement</u> | <u>District Accept Inits</u> |
|--------------------------------|---------------------------------------|------------------------|-------------------------------|------------------------------|------------------------------|
| 2 Days (No less than 16 Hours) | \$3,000 | \$1500 | \$180.00 | August 1, 2016-June 30, 2017 | |

Additional and Unused Hours

Additional hours may be approved by the Chancellor or designee for incidental projects based on urgent needs of the District. Unused hours will be carried forward and be available in subsequent months within the agreed monthly retainer term.

Travel and Expense

Mileage for one day onsite is included at no charge for each two "retainer days" in the retainer agreement

Excess mileage will be billed at current IRS mileage rate

50 % of round trip travel time will be calculated as billable hours

Other District approved expenses will be billed at actual cost, subject to prior District approval

Suggested Agreement Retainer & Term:

Support Start Date: 1st August 2016
Support End Date: 30th June 2017
Retainer: 4 Days Per Calendar Month (32 Hours)
Retainer Fee: \$3,000 Per Calendar Month

Initials:


Roger Clague
Clague – Principal

Initials:

Dr. Jowel Laguerre
Chancellor PCCD