

REQUEST FOR PROPOSALS
PANEL OF LEGAL SERVICE PROVIDERS
RFP NO. 19-01

RFP Timeline:

Release of Request for Proposal:	January 23, 2019
Advertise:	January 23, 2019 January 29, 2019 February 5, 2019
Deadline to Submit Proposal:	3:00 p.m., February 12, 2019
Proposals to be submitted to:	Los Angeles Community College District Contracts Office 770 Wilshire Blvd., 6th Floor Los Angeles, California 90017
Proposal Opening:	3:00 p.m., February 12, 2019
Board Action:	March 6, 2019
Effective Contract Date:	April 1, 2019

REQUEST FOR PROPOSALS FOR LEGAL SERVICES

I. INTRODUCTION

A. Specification (Scope of Work)

The purpose of this Request for Proposal (“RFP”) is to solicit proposals for three (3) separate panels of legal service providers for the Los Angeles Community College District (“District”). Please note that this RFP is not for counsel on workers’ compensation matters. Firms responding to this RFP will be evaluated for inclusion in a legal services provider panel.

Firms that would like to be appointed to the panel and that cannot meet one or more of the specifications in this RFP should still submit a proposal. The proposal should identify which specifications cannot be met and provide an explanation. The District will determine whether the specification can be waived.

This RFP is intended to solicit responses from firms that will enter into a five (5) year contract to provide legal services for the District. Once under contract as a panelist, individual matters are assigned based upon expertise, particular skills and successes of the firm, financial considerations, and proposed strategies.

B. Background on the District

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms.

The District serves a population of several million residents in southern California within an area of 884 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south.

In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The District has nine colleges: East Los Angeles College, City College, Harbor College, Mission College, Southwest College, Trade-Technical College, Valley College, Pierce College, and Wets Los Angeles College. The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Tech College) to over four hundred fifty acres (Los Angeles Pierce College). Facilities

include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

C. DISTRICT CONTACT PERSON

The District Contact Person for this RFP is given below. Potential contractors who either: (1) require clarification regarding the intent or content of this RFP; or (2) did not receive all of the materials must contact the District Contact Person. Contact regarding this RFP with any District representative other than the District Contact Person, or his/her designee, may disqualify the proposer. Requests for clarification shall be submitted in writing and may be posted on the District's website, with the responses.

Los Angeles Community College District
Attention: James B. Watson
Business Services Division
770 Wilshire Boulevard
Los Angeles, CA 90017
(213) 891-2430 phone
(213) 891-2490 fax

II. GENERAL RULES AND INFORMATION GOVERNING COMPETITION

A. INTRODUCTION

The method used for this solicitation is a Request for Proposal ("RFP"). Selection of contractors will be made through competitive procurement procedures, which will include factors such as experience and fees to be charged, as discussed in Section V of this RFP. The following general rules and information are applicable to this RFP.

B. ACTIONS BY THE DISTRICT

The District will take the following actions:

- Advertise in the Daily Journal, local bar associations, and other publications
- Mail the RFP to potential contractors
- Issue amendments to the RFP if necessary
- Mail notice of intention to award contract
- Board action

C. QUESTIONS REGARDING THIS RFP

Potential contractors with questions regarding: (1) the intent or content of this RFP; or (2) the competitive proposal process procedure, may request clarification by submitting written questions in an envelope marked "Questions Relating to **RFP # 19-01**" and

addressed to the District Contact Person. Answers to the questions will be provided to all proposers without identifying the submitter.

D. RFP AS PART OF FINAL CONTRACT

At the District's discretion, the content of this RFP may be incorporated into the final contract.

E. ORAL COMMUNICATIONS

Any oral communication by the District Contact Person, or his/her designee, regarding this RFP is not binding on the District and shall in no way modify the RFP or the obligations of the District, proposer, or contractor.

F. AMENDMENTS TO RFP

If it is necessary to amend this RFP, the District will mail formal amendments to all potential contractors who have identified themselves in writing to the District Contact Person. The District reserves the right to amend and/or modify the RFP prior to the date fixed for submission of proposals.

G. SUBMISSION OF PROPOSAL

The delivery of a proposal to the District is the sole responsibility of the potential contractor. Proposals will not be accepted subsequent to the date and time specified in the RFP.

H. IMMATERIAL DEFECT IN PROPOSAL

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the contractor from full compliance with the RFP if awarded the contract.

I. TERMINATION OR CANCELLATION

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the contractor.

J. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the District Contact Person.

K. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the District and will become a public record after the date and time for opening of the proposals.

M. CONFIDENTIALITY

Proposals regarding specific cases or matters and performance under the contract shall be bound by the privileges for attorney-client communication and/or attorney work product.

L. CONTRACTOR EVALUATION

Contractors will be evaluated periodically regarding their performance.

III. INSTRUCTIONS TO POTENTIAL CONTRACTORS

A. OVERVIEW

This is a competitive Request for Proposal (“RFP”) conducted under the laws and regulations of the State of California applicable to the District. Potential contractors should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought, as well as the conditions in providing such services. Potential contractors must fully comply with the instructions set forth below or their proposals may be rejected as non-responsive.

B. DESCRIPTION OF SERVICES

The potential contractor will furnish all labor, materials, and equipment necessary to provide legal services to the District. Services may include advisory, investigatory, and litigation matters.

C. POTENTIAL CONTRACTOR’S COST

The cost of developing a proposal is the potential contractor’s responsibility and is not chargeable to the District.

D. TERM OF CONTRACT

The contract awarded through this RFP is expected to be effective for a five (5) year period from April 1, 2019 to March 31, 2024.

E. SUBCONTRACTORS FOR LEGAL SUPPORT SERVICES

Subcontracting of services for court reporting, registered legal photocopies and other legal support services necessary for providing legal services is permitted. Subcontractor services in excess of Five Hundred Dollars (\$500.00) to be charged to the District must be approved by the District in advance, and may be limited to District-identified vendors.

F. CHANGES TO RFP

The District reserves the right to amend and/or modify the RFP prior to the date fixed for submission of proposals.

G. DEVIATION FROM CONDITIONS OF RFP

Attorneys and/or firms that would like to participate in the pool, but cannot meet one or more of the specifications in this RFP, should still submit a proposal. The proposal should identify which items(s) cannot be met and provide an explanation.

H. WITHDRAWAL

A potential contractor may withdraw a proposal at any time prior to the proposal opening date by submitting a written request to the District.

I. PROPOSAL IRREVOCABLE FOR 90 DAYS

A proposal is an irrevocable offer valid at the date scheduled for the proposal opening and for ninety (90) days thereafter.

J. NO AGREEMENT UNTIL SIGNED

No agreement with the District is effective until both parties have signed a contract and the District's Board of Trustees has ratified the contract.

K. NONDISCRIMINATION CLAUSE

During the performance of the contract, the contractor shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, age or sex. The contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The District may conduct voluntary, anonymous surveys regarding the make-up of professionals, paraprofessionals and staff of the panel members after the panel has been selected.

L. PROPOSAL SUBMISSION AND OPENING

Only hard copies of proposals will be accepted. Each proposal must be submitted by 4:00 p.m. on February 8, 2019. No proposals will be accepted after this time and date. The address for submission of proposals is:

Los Angeles Community College District
Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017

The proposals will be opened at 4:00 p.m. on February 8, 2019. If the address for proposal submission and/or proposal opening is changed, all bidders will be notified by mail. All proposals must be signed and become property of the District.

M. PROTEST OF AN AWARD

Any proposer that submitted a proposal that was responsive to this RFP and wishes to file a protest of the award shall do so in compliance with the District's Business Operations and Policy Procedures, PP-04-09, Bid Protests and Appeals, a copy of which is attached hereto as Attachment A. As described in Attachment A, the procedure for filing and processing protests vary depending upon whether the amount of the bid or proposal exceeds the statutory bid threshold. A Protest of an Award under this RFP shall comply with the provisions of the protest rules that govern bids or proposals that exceed the statutory bid threshold.

IV. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the development and presentation of a proposal. Each potential contractor must adhere to these requirements and submit all of the following documents and data.

B. COVER LETTER

The cover letter shall briefly summarize the potential contractor's ability to perform the services specified in the RFP. The letter shall also state the potential contractor's willingness to perform the work outlined in the RFP and to enter into a formal contract with the District. A person authorized to commit the potential contractor to a contract must sign the letter.

C. TABLE OF CONTENTS

If a proposal exceeds ten (10) pages, it must include a table of contents with page references for the principal sections.

D. CONFIDENTIALITY, NONDISCRIMINATION AND NONCOLLUSION

Each proposal must include the following completed and signed forms:

1. Confidentiality Agreement (Attachment B).
2. Certification of Nondiscrimination (Attachment C).
3. Noncollusion Affidavit (Attachment D).

Note: Template Attorney Agreement (Attachment E) is for informational use by proposer only and is not to be returned with proposal.

E. DESCRIPTION OF QUALIFICATIONS

1. Each proposal must include a description of the potential contractor's qualifications. A potential contractor may also use this section to describe any enhancements or additional services not mentioned in the RFP.

2. Each proposal should identify the specific attorneys to be assigned, provide their resumes, and describe their experience with the following areas. Each proposal must also include a brief description regarding the firm's recruitment, selection, and outreach process for attorney applicants to the firm. Potential contractors are not required to offer services in every area of law, but are encouraged to offer services in each area for which they are qualified. The following areas are commonly needed by the District.

a. Class 1 Matters

Civil rights, discrimination and harassment
Disability discrimination
Labor relations and employment
Bargaining and negotiations
Torts (including premises liability, personal injury, defamation, etc.)
Common law claims
School law/education law
Public records and confidentiality of employee and student records
Immigration and residency
OSHA and other safety regulations and matters
Financial aid
Public bidding

b. Class 2 Matters

Redevelopment
Real property
CEQA
Construction management
Construction contracts
Public bidding
Project labor agreements
Litigation related to construction, construction management and program management
Professional standards for project managers
Service agreements with project managers
Environmental law

c. Class 3 Matters

Investigations of personnel or human resources matters
Investigations of harassment and discrimination complaints based on protected class
Title IX investigations

Please identify any additional areas of law for which the potential contractor is offering services. Counsel may submit proposals to work on either, or both, classes of matters. Please note that this RFP is not for counsel on workers' compensation, municipal bonds, or bond disclosure matters.

3. Each proposal shall list at least one other client, especially governmental agencies where the potential contractor is currently providing legal services. The potential contractor will provide the following information regarding its governmental clients: name, address and telephone number of the client(s) and contact person(s) who may be contacted for verification of the data submitted and discussion of satisfaction with the potential contractor's services. For all proposals submitted for "Class 3 Matters", please include as part of your proposal submittal a copy of your current investigation procedures/guidelines or investigatory approach for handling allegations of discrimination, harassment or retaliation.

F. FEES AND SERVICES

1. Each proposal must include a detailed description of the proposed fee schedule.
2. Each proposal should identify any and all hourly rate(s) for proposed services.
3. Individual matters or transactions will be assigned based on the applicable District procedure. The District reserves the right to modify its procedures from time to time.

G. REPORTING

1. Each proposal should specify the potential contractor's capability and readiness to provide electronic reports in lieu of traditional mail and telephone calls.
2. The District is a single legal entity with nine colleges and one Office of General Counsel, which serves as the primary source for legal services for the colleges and central office staff. Each proposal should identify how the potential contractor will ensure (a) consistency of advice to the various people involved and (b) documentation or reporting of advice given in order to ensure that the appropriate people are aware of issues being presented.

H. CONFLICTS OF INTEREST

The potential contractor should identify whether any conflict of interest or known potential conflict exists regarding (1) the District, (2) URS or AECOM, the former

Program Managers for BuildLACCD, (3) Jacobs, the current Program Manager for BuildLACCD, or (4) any College Project Teams.

I. NUMBER OF COPIES AND DELIVERY OF PROPOSAL

Fifteen (15) copies shall be submitted in a sealed envelope. One of the copies shall be marked "Master" and contain original signatures in all locations requiring a signature. The remaining copies do not require signatures. The sealed envelope, which should clearly identify the potential contractor in the return address location, should be sent to:

Proposal for Legal Services
Los Angeles Community College District
Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017

If the above address changes, all potential contractors known to the District will be notified by mail. Proposals may be mailed or delivered in person. Proposals will be date and time stamped upon receipt. No proposals will be accepted after 4:00 p.m. on February 8, 2019. The District is not responsible for mail delays including delays as a result of mishandling by District personnel. It is the potential contractor's sole responsibility for ensuring its proposal has been timely received by the District.

V. PROPOSAL EVALUATION PROCEDURES

All proposals opened at the Proposal Opening will be evaluated to determine if they are responsive. Those proposals that are responsive will then be evaluated. District staff will recommend that the Board of Trustees award contracts to those potential contractors whose proposals are in the best interest of the District. The District may reject all proposals if none are considered advantageous to the District.

A. EVALUATION QUESTIONS

During the evaluation process, District staff may have questions about a proposal. Each potential contractor shall make available a representative for answering specific questions, either orally or in writing.

B. PROPOSAL EVALUATION

1. Written Proposals

Selection Committees for Class 1, Class 2, and Class 3 Matters will be convened. The Selection Committees shall first review and evaluate the proposals. All proposals will be evaluated using the following factors:

- a. (50%) Professional qualifications including but not limited to:

- Education of firm members to be employed in service on this account.
- Experience in each area of law offered in this proposal.
- Prior successes in area of service being offered.
- Satisfaction of clients.

b. (35%) Fees and services.

For purposes of evaluating fees, the District has identified the following (“Reasonable Rate”):

- \$300 per hour handling common law claims and tort matters (premises liability, personal injury, defamation, etc.);
- \$350 per hour for handling all other Class 1 Matters;
- \$425 per hour for Class 2 Matters.
- \$300 per hour for handling Class 3 Matters

c. (5%) Reporting.

d. (5%) Training and outreach.

- Firm’s willingness to provide at least six hours annually of training for the appropriate District personnel, and the proposed charges, if any.
- Firm’s commitment to extending paid or unpaid internship opportunities to District students.

e. (5%) Additional considerations raised by the proposals.

The final Proposal Score shall be determined based on the median of the scores submitted by the evaluators. The District may select and contract with firms based solely on the written proposal.

2. Performance Assessment

Proposers not selected after the evaluation of the written proposals may be selected to undergo a Performance Assessment. The Performance Assessment, if offered, will be conducted using the following factors:

- (10%) Professional qualifications, education, experience, demeanor, and presence.
- (20%) Ability to communicate with District clients.
- (20%) Ability to present to and communicate with the District’s Board of Trustees.
- (50%) Interview

- The Chair of the applicable Selection Committee shall prepare a list of interview questions. A committee member may ask other questions during the interview. However, the scoring shall be based primarily on the answers to the questions on the list and from any related follow-up questions.
- As part of the interview, the Chair shall provide the proposer an appropriate legal issue in advance of the interview. The proposer will be asked to present an oral argument or legal analysis on that issue. Counsel proposing on Class 1 Matters will be presented with a legal issue related to employment and discrimination and Counsel proposing on Class 2 Matters will be presented with a legal issue related to construction litigation. Proposer on Class 3 Matter will be given an interview scenario. Counsel proposing solely on transactional matters will be presented with an issue related to contracts.
- Each Selection Committee member shall complete a score sheet. The median score from the score sheets shall be the final Performance Assessment score for that proposer.

C. CONTINUITY OF REPRESENTATION

The District reserves the right to select any proposer, and award a contract to any proposer, based solely on their written proposal in order to ensure continuity of representation for the District. Such a determination shall be in the sole discretion of the District.

VI. ADDITIONAL REQUIREMENTS AS A CONDITION OF CONTRACT

Upon award and as a prerequisite to a final contract, a contractor will be required to comply with the following:

A. AUTHORIZATION TO DO BUSINESS

A contractor must be licensed to practice law in the State of California, and must furnish its tax identification number. If a contractor is a sole proprietor or partnership, the contractor must furnish a copy of a current business license issued in California. If the potential contractor is a corporation, it must be approved by the California Secretary of State to do business in California.

B. INSURANCE

As a condition of final award, a contractor must provide proof of insurance to the satisfaction of the District.

C. ASSIGNMENT OF MATTERS

Contractors will be assigned matters in accordance with applicable District regulations. The District reserves the right to modify its regulations at any time, and from time to time.

D. BILLING

1. Invoices shall identify the billing time increment and billing cycles.
2. Costs shall be identified separately.
3. Separate invoices are to be submitted for each case or separate advisory service.
4. Invoices for cases or advisory services shall include a separate summary invoice for purposes of processing the invoice through Accounts Payable or, through the Program Manager for bond matters, without jeopardizing attorney-client privilege.
5. The procedure for billing for in-office conferences is as follows: only one attorney or paralegal's time may be billed, except upon special permission from the District.
6. No billing will be allowed for administrative time, such as photocopying, document preparation, or typing.
7. The District does not allow billing for faxes; a maximum of 10 cents a page for photocopying will be authorized.
8. The District does not allow billing for Lexis, Westlaw, or other research tools, databases, or services.
9. Costs in excess of \$500.00 are to be authorized in advance specifically by the office supervising the case.

E. WRITTEN REPORTS

1. Written reports are to be prepared every sixty (60) days and upon major developments. At the top of the report, the contractor should state the billed fees to date, billed costs to date, and unbilled fees and costs to date.
2. No separate report will be needed for each deposition or appearance unless it affects case handling.
3. When a litigation matter is first received, the contractor should conduct a complete review and analysis within thirty (30) days indicating whether or not there is exposure, the reasons why exposure does or does not exist, the amount of exposure, and recommended discovery and handling.

F. VERBAL REPORTING

1. The contractor should advise the supervising office in advance when all depositions and appearances are scheduled.
2. There should be at least a telephone report on each deposition and appearance.
3. During hearings or trials, each daily report on the day's events should be given to the supervising office.

G. CASE HANDLING

1. Successive demurrers are to be authorized specifically by the supervising office.
2. Discovery disputes are to be reviewed with the supervising office if there are potential sanctions at issue.
3. After each 60-day report, the contractor will discuss recommendations with the supervising office and receive direction on further handling.

ATTACHMENT A

PP-04-09 - BID PROTESTS AND APPEALS

ATTACHMENT B

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of

(Type or print complete legal name of firm),

does hereby represent, warrant, and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____

Name of Proposer

By: _____
Authorized Officer

ATTACHMENT C

CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

Proposer hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2019.

PROPOSER _____
(Type or print complete legal name of firm)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT D

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

(Name) _____,
being first duly sworn, disposes and says that he or she
(Title) _____ of
(Company) _____,

the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit

this _____ day of _____, 2019.

PROPOSER _____
(Type or print complete legal name of firm)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT E
PROFESSIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

District Contact Person
Jeffrey M. Prieto
General Counsel
770 Wilshire Boulevard
Los Angeles, CA 90017
(213) 891-2188
(213) 891-2138 (facsimile)

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE: _____

TERM OF AGREEMENT: April 1, 2019 through March 31, 2024, upon the mutual agreement of both parties

RECITALS

WHEREAS, the District may contract for professional services to the extent permitted by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

- 1. SERVICES.** The Contractor shall provide specialized legal services as assigned by the District in accordance with its administrative regulations for the assignment of legal counsel.
- 2. WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services the District's approval of particular work by furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and any individual employees provided representation at the District's direction.
- 3. FEES.** The District shall pay the Contractor the fees set forth in Exhibit A, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made upon submittal of invoice(s) approved by the supervising office.
- 4. EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this Agreement.
- 5. TERM OF AGREEMENT.** This Agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
- 6. TERMINATION OF AGREEMENT.** This Agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this Agreement by the Contractor.
- 8. RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. During the term of this Agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement, except as authorized by the District. Such Confidential Information may include, but is not limited to, student and employee information, information from witnesses and data in the District's written records or stored on the District's computer systems.

9. CONTRACTOR ACCOUNTING RECORDS. Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.

10. RELATIONSHIP OF PARTIES. With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.

11. DISTRICT REPRESENTATIVE. The contact person set forth above or his or her designee shall represent the District in the implementation of this Agreement.

12. WAIVER OF DAMAGES; INDEMNITY. The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this Agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

13. INSURANCE. Without limiting the Contractor's indemnification of the District and as a material condition of this Agreement, the Contractor shall procure and maintain at

its sole expense, for the duration of this Agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this Agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days (30) notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- c) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this Agreement without waiver of any other remedy the District may have under law.

14. AMENDMENTS. This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.

15. ASSIGNMENT. This Agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

16. GOVERNING LAW. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

17. NONDISCRIMINATION. The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.

18. EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.

19. ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

20. BOARD AUTHORIZATION. The effectiveness of this Agreement is expressly conditioned upon approval by the District's Board of Trustees.

21. SEVERABILITY. The Contractor and the District agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by

the District, this Agreement shall automatically terminate and the District shall be relieved of any further obligation.

23. NOTICE. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.

24. CONFLICTS OF INTEREST. The Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR

By: _____

Name: _____

Title: _____

DISTRICT

LOS ANGELES COMMUNITY
COLLEGE DISTRICT

THE BOARD OF TRUSTEES OF THE
LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: _____

Name: _____

Title: _____