

Compton Community College District Consultant Services Agreement

This agreement is made and entered into on July 15, 2009 between the Compton Community College District and Hein, Cherry, Attore, Inc.

In consideration of the mutual commitments expressed herein, the parties agree as follows:

SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

1. The Consultant shall provide the following services to the District on the terms set forth herein. Consultant agrees to perform the work for the District at the El Camino College Compton Center, or at such other places and times as the District may direct:
 - a. The Consultant shall develop and lead a pre-planning session with District representatives to discuss "goals and objectives", including:
 - i. The District's critical issues and audiences
 - ii. Outline the range and types of courses, programs and services the College can deliver
 - iii. Key questions the District wishes to probe as a part of this study which they have commissioned.
 - iv. Performance evaluation variables that should be incorporated into Focus Groups & the survey.
 - v. Timeline, schedules, logistical issues such as Focus Group location
 - b. The Consultant will sub-contract Belden Russonello & Stewart to work with the District to define, develop and lead a minimum of (4) focus groups in the greater Compton area to study public attitudes towards items in section 1.a above.
 - c. The Consultant will sub-contract Belden Russonello & Stewart to work with the District to define, develop and lead a 500 (or 600) respondent, 15-minute, 45-60 question public opinion survey in the greater Compton area study public attitudes towards items in section 1.a above.
 - d. The Consultant will provide a written, analysis within 20 days of the completion of the Focus Groups and a written, graphical, quantified analysis within 20 days of the Survey, respectively. A powerpoint version of this report will also be made available to the District.

CONSULTANT REPRESENTATIONS

2. Consultant makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:
 - a. Consultant is qualified in all respects to competently provide to the District all of the services contemplated by this agreement and, to the extent required by any applicable laws.
 - b. Consultant, in providing the services and in otherwise carrying out its obligations to the District under this agreement, shall at all times comply with all applicable federal, state and local laws,

rules, regulations and ordinances, including workers compensation and non-discrimination laws.

3. Consultant warrants that Consultant has no business or financial interests that are in conflict with Consultant's obligations to the District under this agreement and further agrees to disclose any such interest that may be acquired during the term of this agreement

TERMS AND CONDITIONS

4. This agreement shall commence on the effective date listed above and shall terminate on December 31, 2009 ("Period of Performance"). Consultant shall complete all services within the Period of Performance.
5. The following named officer is designated as the District's Requestor in coordinating the Consultant's services with the District and will be responsible for approving Consultant's invoices for payment.

Lawrence M. Cox
District's Requestor

CEO/Provost
Title

CEO/Provost Office
Department/Division

The District may, at any time during the term of this Agreement, change the person identified as the "District's Requestor" without notice.

6. For its services, the District agrees to pay Consultant as follows: Half of Focus Group fees within 30 days of the signing of this agreement and half of Survey fees within 30 days of receiving an invoice for survey launch. The balance within 30 days after the District's Requestor certifies that he has received from the Consultant completed services. Total fee structure is as follows:

| | |
|--|-----------|
| a. Pre-Planning Process | No Charge |
| b. Focus Groups (Four in Compton Area) | \$36,000 |
| c. Survey (15 minute, telephone survey, 45-60 questions) N=500 | \$35,000 |
| d. Management, consultation and on-going assistance | \$ 8,000 |

The District may wish to convene more than (4) four Focus Groups and may wish to expand the Survey to a 600 respondent study, however, in any event, total costs of this contract will not exceed \$90,000.

7. District shall reimburse Consultant for its non-foreseeable, necessary and pre-approved expenses. These expenses must be requested, in writing, to the Provost, prior to having been made in order for them to be considered for reimbursement. At the time such requests for reimbursements are made Consultant must provide original receipts or supporting documentation prior to receiving any reimbursements.

TERMINATION

8. This agreement may be terminated by either party upon (30) days written notice to the other party. The District also reserves the right to cease making use of Consultant's services with or without cause at any time.

9. In the event of a termination or notice to cease provision of services by District, the District shall pay Consultant for all services performed and all authorized expenses incurred under this agreement, supported by documentary evidence, and expense reports up until the date of the termination or notice to cease provision of services.
10. Without invalidating the agreement, the District may at any time order the Consultant to suspend all or a portion of the services required under this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

MISCELLANEOUS

11. All notices required to be delivered under this AGREEMENT to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

To District: Compton Community College District
 1111 E. Artesia Boulevard
 Compton, CA 90221
 Phone 310-900-1600, ext 2100
 Attention: Lawrence M. Cox, PhD

To Consultant: Hein, Cherry and Attore, Inc.
 455 Las Gallinas, Suite 215
 San Rafael, CA 94903
 Phone 866-698-3309

12. Consultant, in the performance of this agreement shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
13. Consultant agrees to defend, indemnify, save and hold District, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death,

or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by Consultant, its officers, agents, or employees while performing operations under the Agreement.

14. Consultant agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of \$300,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for District's contingent liability on such claims or losses. District, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to District's Office of Business Services. Consultant agrees to obtain a written obligation from the insurers to notify District in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.
15. Consultant shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers' Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the District throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. The policy shall also be amended to waive all rights of subrogation against the District, its elected or appointed officials, employees, agents, or Contractors for losses which arise from work performed by the named insured for the District.
16. Under the provisions of Internal Revenue Service and Franchise Tax Board regulations, the District is required to obtain the Consultant's Tax Identification Number (TIN) and to file Information Returns for payments made to the Consultant by the District on Form 1099 on a calendar year basis. The Consultant's copy of the Form 1099 filed by the District will be mailed to the address shown in Section 11 of this Agreement. Consultant's TIN is: 20-5027028.
17. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Consultant.
18. The District and Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this agreement with respect to the terms of this agreement. Consultant shall not assign this agreement.
19. This agreement shall be governed by the laws of the State of California.
20. This agreement represents the entire agreement between the District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended or modified only by an agreement in writing signed by both the District and the Consultant.
21. Time is of the essence with respect to all provisions of this agreement.

The parties through their authorized representatives have executed this agreement as of the day and year first written above.

Consultant:

Compton Community College District

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Lawrence M. Cox, PhD
CEO/Provost

Date: _____

By: _____

Ronald Gerhard
Chief Business Officer

Date: _____

COMPTON COMMUNITY COLLEGE DISTRICT
1111 East Artesia Boulevard
Compton, CA 90221

AFFIRMATIVE ACTION STATUS CODE FORM

Date: July 15, 2009

Firm Name: Hein, Cherry and Attore, Inc.

Representative/Contact: Bob Cherry

Address: 17853 Santiago Blvd., Suite 107-322

City: Villa Park State: CA Zip: 92861

Telephone: (866) 698-3309 FAX: (866)

In order to comply with legal requirements, which became effective January 1, 1991, Compton Community College District is gathering and updating the affirmative action status of vendors with whom the District is currently doing business or of vendors who have expressed an interest in doing business with the District. Please check your Company's appropriate code and return the form to the El Camino College Purchasing Office as directed below. Your designation will have no affect on the successful bidder selection.

Check One AFFIRMATIVE ACTION STATUS CODE

- Minority owned/Disadvantaged business [1]
- Woman-owned business [2]
- Small business concern [3]
- Other: _____ [4]
- Large enterprise [5]
- Disabled Veteran enterprise [8]

Please return the completed form with your sealed bid. A breakdown of affirmative action status codes will be expected only for successful bidder's subcontractors either by percentage of work or actual dollar amount bid.

COMPTON COMMUNITY COLLEGE DISTRICT
1111 East Artesia Boulevard
Compton, CA 90221

AFFIRMATIVE ACTION STATUS CODE DEFINITIONS

[1] Minority business (or small disadvantaged business)

A small business concern which is at least fifty-one per cent unconditionally owned by one or more socially and economically disadvantaged individuals, or, in the case of a publicly owned business, at least 51% of the stock of which is owned by such individuals, and whose management and daily business operations are controlled by one or more such individuals.

Business owners who certify that they are members of named groups (African American, Hispanic American, Native American, Asian Pacific/Asian Indian American) are considered socially and economically disadvantaged.

[2] Woman-owned business

A business concern that is at least 51% owned by a woman or women who also control and operate it. "Control in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

[3] Small business concern

An independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Association (SBA). Std. Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.01 or in the Federal Procurement Regulations, Section 1-1.701.

[8] Disabled Veteran enterprise

"Disabled Veteran" means a veteran of the military, naval or air services of the United States with a service-connected disability, who is a resident of the State of California. To qualify under this category, certification must be obtained from the Office of Small and Minority Business (OSMB) by completing Form OSMB11 and receiving an approved certification letter from that office. Contact the OSMB at 916-322-5478 for specific assistance.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| <input type="checkbox"/> Exempt from backup withholding | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |
| OR | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,