



LOS ANGELES COMMUNITY COLLEGE DISTRICT
 770 Wilshire Boulevard
 Los Angeles, CA 90017

Contract

Bill To:
 Los Angeles City College
 Administrative Services
 855 N. Vermont Ave.
 Los Angeles, CA 90029

Vendor Address

LOS ANGELES CITY COLLEGE
 FOUNDATION
 855 N. VERMONT AVE
 LOS ANGELES CA 90029
 (T)323-953-4000-259

Service(s) To:
 Los Angeles City College Receiving Department
 840 Heliotrope Drive
 Los Angeles, CA 90029
 (323) 953-4000 EXT 2495

Information

Contract Number 4500212737
 Contract Amount \$ 0.00
 Order Date 05/11/2015
 Vendor Number 1005976
 Payment Terms Payable immediately Due net
 Requestor/Phone
 Confirmed with ROBERT SCHWARTZ
 Start date 07/01/2015
 End date 06/30/2020

Contract # must be referenced on all correspondence.

Fund Center Comm Item Fund Center Comm Item

FOUNDATION AGREEMENT

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
 ("District")

THE ORIGINAL OF THIS DOCUMENT
 FULLY EXECUTED AND APPROVED
 IS ON FILE IN THE REGIONAL
 PROCUREMENT OFFICE OF THE
 LOS ANGELES COMMUNITY
 COLLEGE DISTRICT

This copy contains the signatures
 of both authorized parties

By Los Angeles City College
 855 N. Vermont Avenue
 Los Angeles, CA 90029

Attn: Renee D. Martinez
 (323) 953-4000
 ("College")

LOS ANGELES CITY COLLEGE
 855 N. VERMONT AVE
 LOS ANGELES, CA 90029

Attn: Robert Schwartz, Executive Director
 [Contact name and phone number]
 ("Foundation")

DATE:

05/11/2015

TERM:

From: 07/01/2015 To: 06/30/2020



RECITALS

WHEREAS, the Foundation is a nonprofit public benefit corporation organized to provide specialized programs and supportive services including public relations programs, financial aid, facilities, equipment and services through fund-raising activities, which services and programs are to be for the general benefit of the College; and

WHEREAS, the Foundation is particularly well-suited to accomplish these support services and specialized programs, as noted below; and

WHEREAS neither the College nor the District could accomplish such support activities in as efficient and effective a manner as the Foundation;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. **QUALIFICATIONS OF FOUNDATION.** The parties hereto acknowledge that the Foundation is particularly well-suited, vis-à-vis the College and the District to provide the services described herein in that, as a private corporation, the Foundation is more effective in accomplishing these functions and services than the District under the District's budgetary, purchasing and other fiscal procedures and constraints.
2. **DUTIES OF FOUNDATION.** Pursuant to this agreement and subject to authorization by the District's Board of Trustees, the Foundation may enter into written agreements with the District, which agreements shall incorporate the terms and conditions provided herein, to provide any of the supportive services and/or specialized programs for the benefit of the College as described in Board Rule 13101, as may be amended from time to time. The District's authority and responsibility with regard to such services and programs, if any, shall be described in each written agreement. Notwithstanding anything contained herein to the contrary, the Foundation shall not engage in activities which are not in furtherance of the purposes set forth in this section. The net earnings of the Foundation, and reserves (which reserves shall be provided for by the Foundation), including net earnings derived from the operation of facilities owned or leased by the Foundation, shall be directed to the Foundation's supportive services and/or specialized programs provided for herein.
3. **REPORTING REQUIREMENTS TO COLLEGE PRESIDENT.** Each quarter and at any other time requested by the College President, the Foundation is responsible for providing the College President with a written statement of its annual goals, which includes, but is not limited to, the projects the Foundation plans to launch, the types of contacts the Foundation intends to make and the campaign targets planned for the year. In addition, the Foundation shall provide the College President with quarterly written reports on the progress the Foundation is making in meeting its annual goals. The Foundation shall also be responsible for providing the College President with written monthly reports addressing the Foundation's activities, budget and investments. In addition, such reports may also include information which the College President and Foundation agree in advance should be provided in the monthly reports as well as any specific information that the



College President requests for a particular month. Failure to provide any of these reports may lead to termination of this Agreement by the District.

4. **PUBLIC RELATIONS EXPENDITURES.** The Foundation may expend funds for public relations or other purposes which would serve to augment District appropriations for the operation of the College, as authorized by the Foundation's governing board. However, in such event, the Foundation shall file with the College President, for submittal to the Chancellor a statement of the Foundation's policies on accumulation and use of such funds, including the policy and procedure on solicitation of funds, source of funds, amounts, purpose for which the funds will be used, allowable expenditures, and procedures of control.

5. **REIMBURSEMENT OF DISTRICT FOR SERVICES.** The Foundation shall reimburse the District for expenditures incurred by the District as a result of any activities of the Foundation. This reimbursement shall include, but not be limited to, utility costs, (including telephone costs), custodial services, maintenance costs, supplies and services performed by District employees for the Foundation. Such reimbursement shall be computed on a simple but equitable basis.

Services of any District employee shall be computed on an hourly basis based on the current salary schedules on file with the Personnel Services Division of the District. The hourly rate shall be determined by the District's classification assignment of the employee and the appropriate salary schedule for the classification based on the proper step or step and column placement. In addition, an overhead rate shall be applied to the total amount to cover the costs of employee benefits provided by the District such as various health plans, worker's compensation insurance, and vacation.

All arrangements for services of a District employee shall be made in advance and by a written memorandum between the Foundation and the College President specifying the type of employee services required, the classification assignment, the length of services, and the number of hours required per day.

The chief fiscal officer of the District in conjunction with the College President shall determine and specify such costs and the amount thereof and reimbursement shall be made by the Foundation within thirty (30) days of receipt of a notice of such determination or rendering of services, whichever comes later.

Except for the foregoing, services of District employees on the Foundation's Board of Directors, as well as in other Foundation activities, shall be assumed to be voluntary, on their own time, and without compensation unless the District or Foundation provides prior written notice to the other party to the contrary.

6. **INDIRECT COSTS FOR FEDERALLY-SPONSORED PROGRAMS.** If the Foundation administers a Federally-sponsored program, the Foundation shall reimburse the District for indirect costs associated with the performance of services by the District for the Foundation related to the Federally-sponsored project. Such reimbursement shall be computed on a simple, equitable basis. The chief fiscal officer of the District shall determine and specify such costs and the amount thereof and reimbursement shall be made by the Foundation within thirty (30) days of receipt of a notice of such determination.

7. **STATUS OF FOUNDATION.** During the term of this agreement, the Foundation agrees to maintain



its existence and to operate in accordance with Sections 72670-72682 of the Education Code and with the regulations of Sections 59250-59276 of the California Administrative Code, Title 5 as well as the District's implementing and administrative regulations, as such is amended from time to time.

8. **CONTRACTUAL LIMITATION REGARDING REAL PROPERTY.** The Foundation agrees that it shall not enter into any purchase contract for real property, nor any lease of real property providing for annual rental payments in excess of \$25,000 and a term in excess of one year, without prior notification and consultation with the District.
9. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof. This agreement shall automatically be renewed for successive one year terms unless either party gives notice of non-renewal at least 30 days prior to the expiration of the renewal term. However, in no event shall the term of this agreement (including renewal terms) exceed five years.
10. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Foundation or immediately upon breach of this agreement by the Foundation. This agreement may also be terminated immediately by the District if the Foundation is removed from the District's list of auxiliary organizations in good standing as provided for in the District's Administrative Regulations.
11. **EFFECT OF DISSOLUTION OR CESSATION OF OPERATIONS.** Upon cessation of its services, functions or operations on behalf of the College, the Foundation shall voluntarily dissolve. Upon dissolution of the Foundation for any reason, any assets (other than trust funds) remaining after payment of, or provision for payment of, all debts and liabilities of the Foundation, shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the District, or any of its colleges or directly to the District. Assets held in trust shall be disposed of in such manner as may be required under the general supervision of the Attorney General, or under jurisdiction of the Superior Court upon petition duly brought.
12. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Foundation is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Foundation shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the District.
13. **REPRESENTATIVES.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
14. **MAINTENANCE OF FOUNDATION RECORDS.** The Foundation shall keep records and accounts of its program expenditures pursuant to its annual budgets for a period of not less than three years following each budget period. The District reserves the right to inspect and audit such records and accounts during and/or following the close of any budget year following reasonable notification to the Foundation and in accordance with regulations established by the chancellor.
15. **FACILITIES.** The Foundation may occupy, operate and use specific College and other District facilities only in accordance with the terms of this agreement and only when such services and functions come within the terms of Section 59259 of Title 5, California Administrative Code, as amended from time to time. The Foundation shall also use the described property only for those services and functions that are consistent with the policies, rules and regulations which have been



or may be adopted by the Board of Trustees of the Los Angeles Community College District. Any use of District or College facilities by the Foundation shall be pursuant to the appropriate lease, civic center permit, or permit for use. Such amendment shall describe the facilities/services and any charge or rental for such facilities/services, which charge or rental shall be identified in advance of the provision of such facilities/services.

16. **WAIVER OF DAMAGES; INDEMNITY.** The Foundation hereby waives and releases the District from any claims the Foundation 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 Foundation'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 Foundation and the Foundation's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District, the Foundation 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.
17. **INSURANCE.** Without limiting the Foundation's indemnification of the District and as a material condition of this agreement, the Foundation 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 Foundation 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 Foundation or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Foundation shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to any cancellation of or a material change in coverage.

The Foundation shall provide the following insurance:

- (a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Foundation 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 Foundation's insurance primary, despite any provisions in the Foundation's policy to the contrary.
- (b) 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.
- (c) Directors and Officers (D&O) Liability Insurance to provide coverage for defense and loss to the Foundation and past, current or future employees, officers or directors in the amount not



less than one million (\$1,000,000) each claim with a deductible no greater than \$5,000. The policy period aggregate limit shall apply separately to this agreement or the policy period shall be twice the required limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims made form, the policy shall be endorsed to provide an extended reporting period of not less than one year following termination of this agreement.

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.

18. **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.
19. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Foundation without prior written consent of the other.
20. **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.
21. **NONDISCRIMINATION.** The Foundation 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 Foundation 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 Foundation agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
22. **EQUAL OPPORTUNITY EMPLOYER.** The Foundation, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
23. **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.
24. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.

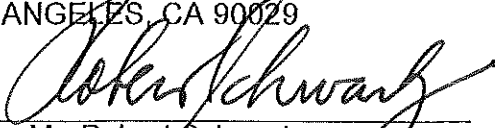



25. **SEVERABILITY.** The Foundation and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
26. **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.
27. **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.

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

FOUNDATION

LOS ANGELES CITY COLLEGE
 855 N. VERMONT AVE
 LOS ANGELES, CA 90029

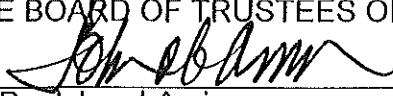
By: 
 Name: Mr. Robert Schwartz
 Title: Executive Director
 Date: 5/25/15

By: 
 Name: Marvin Hoffman
 Title: Chairman, Board of Directors
 Date: 5/26/15

DISTRICT

LOS ANGELES COMMUNITY
 COLLEGE DISTRICT

By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: 
 Name: Dr. John al-Amin
 Title: Vice President, Administrative Services
 Date: 6/2/15