SUGGESTED ORDER OF BUSINESS

SPECIAL MEETING OF THE GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

NORMA L. HERNANDEZ, GOVERNING BOARD PRESIDENT HUMBERTO PERAZA, JR., GOVERNING BOARD VICE PRESIDENT TIM NADER, GOVERNING BOARD MEMBER JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER TERRI VALLADOLID, GOVERNING BOARD MEMBER CLAUDIA DURAN, STUDENT GOVERNING BOARD MEMBER MELINDA NISH, ED.D., SECRETARY TO THE GOVERNING BOARD AND SUPERINTENDENT/PRESIDENT

Written notice is hereby given in accordance with Government Code Section 54956 that a special meeting of the Governing Board of the Southwestern Community College District will be held as noted below:

DATE: Wednesday, March 7, 2012

TIME: 6:30 p.m.

LOCATION: Southwestern College

> Building 210, Room 214 900 Otay Lakes Road Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

Southwestern Community College District, in compliance with the American Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Mary Ganio at (619) 482-6301 in advance of the meeting for information on such accommodation.

	ITEM
Call to Order	1. CALL TO ORDER (Hernandez)
	6:30 p.m., Building 210, Room 214
	Attendance at this special meeting (Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive).
	Present: Absent:
Pledge of Allegiance	2. PLEDGE OF ALLEGIANCE (Hernandez)
Oral	3. ORAL COMMUNICATION

Communication

(Hernandez)

Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table) and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered. Pursuant to the Brown Act (Government Code Section 54954.3) members of the public shall be afforded the opportunity to directly address the Governing Board concerning any agenda item that has been described in the notice for the special meeting.

An oral presentation to the Board does *not* constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."

ITEM Action 4. RATIFICATION OF AGREEMENT WITH RELIANCE PUBLIC RELATIONS, INC. (ENCLOSURE) (Nish) Duran Hernandez Nader Peraza Roesch Valladolid Ratify Agreement No. A3464.12 with Reliance Public Relations, Inc., for services in the area of community and public communications, for the period February 25 to March 31, 2012, inclusive, in an amount not to exceed \$14,400 to be billed at an hourly rate of \$150 for services and mileage to be paid at the approved government rate, not to exceed \$1,200. ANNOUNCEMENT OF CLOSED SESSION AGENDA Announcement of **Closed Session** (Hernandez) Agenda 5A. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 4 potential cases Initiation of litigation pursuant to subdivision (c) of Section 54956.9: 1 potential case 5B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957 Adjourn to ADJOURN TO CLOSED SESSION **Closed Session** (Hernandez) Building 100, Conference Room A Reconvene in RECONVENE IN OPEN SESSION 7. **Open Session** (Hernandez) Building 210, Room 214 Present: Absent: Closed Session/ CLOSED SESSION / REPORT OF ACTION(S) (If Applicable) Report of Action(s) (Hernandez) 9. **ADJOURNMENT** Adjournment Norma L. Hernandez Governing Board President

MEMORANDUM

TO:

Members of the Governing Board

Southwestern Community College District

SUBMITTED BY:

Melinda Nish, Ed.D.

Superintendent/President

SUBJECT:

Agreement with Reliance Public Relations, Inc.

RECOMMENDATION

Ratify Agreement No. A3464.12 with Reliance Public Relations, Inc., for services in the area of community and public communications, for the period February 25 to March 31, 2012, inclusive, in an amount not to exceed \$14,400 to be billed at an hourly rate of \$150 for services and mileage to be paid at the approved government rate, not to exceed \$1,200.

RATIONALE FOR RATIFICATION

Communications assistance is needed until the vacant position of Chief Public Information and Government Relations Officer is filled. Original end date was February 24, 2012.

OVERVIEW

Reliance Public Relations, Inc., will provide services in the area of community and public communications in the absence of the Chief Public Information and Government Relations Officer. Scope of services will include development of a three-month Strategic Public Relations Plan, in collaboration with the District.

FISCAL IMPACT/ACCOUNT

Cost not to exceed \$15,600/Account No. 1-45110-671000-000

MN:MG

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT Independent Contractor Agreement

(For short or long term contracts with a value of \$3,001 and over)

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "District" or "Client") to contract with Reliance Public Relations, Inc. as an Independent Contractor (hereinafter referred to as "Contractor" or "Engineer"); and whereas such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and

WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this agreement; and

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor, to the extent required by law, shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and

WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers' compensation benefits;

NOW THEREFORE, the following is agreed:

I. SERVICES AND WORK PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT CONTRACTOR.

Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

Contractor will be providing services in the area of Community and Public Communications. For further description of services, please see Attachment A.

- II. COMPENSATION, MAXIMUM COST, AND PAYMENT.
 - (a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$14,400.00 to be billed at an hourly rate of \$150.00 for services and mileage to be paid at the approved government rate, at an additional cost not to exceed\$1,200. Product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
 - (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.

- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on February 25, 2012 and shall terminate on March 31, 2012.

IV. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Consultant" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District's Superintendent/President.

V. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her 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. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

VI. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

VII. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

VIII. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

IX. CONFIDENTIALITY AND USE OF INFORMATION.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

XI. HOLD HARMLESS.

Contractor agrees to indemnify, but shall have no obligations to, defend the District, its officers employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, acruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts or omissions of the Contractor to the extent actually caused by the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions of the District in the negligent performance of this Contract.

XII. TERMINATION.

The District or the Contractor may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to the other party. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Contract through the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt. Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

XIII. INSURANCE

Contractor agrees to carry a comprehensive or commercial general liability insurance with limits of one-million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.

XIV. WORKER'S COMPENSATION INSURANCE.

Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Contract, Contractor agrees to defend and hold harmless the District from such claim.

XV. ORIGINALITY.

Contractor agrees that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this representation.

XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

XVII. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

XX. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

XXI. SEVERABILITY.

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XXII. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

XXIII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

XXIV. ENTIRE AGREEMENT/MODIFICATION

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

XXV. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

This Contract is entered into this 7th day of March, 2012.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

Reliance Public Relations, Inc.	Southwestern Community College District
Name: Bill Gay	Melinda Nish, Ed.D.
SS#/Federal Tax ID: 71-0986514	Superintendent/President 900 Otay Lakes Road Chula Vista, CA 91910-7299
Address: P.O. Box 1944	
City/State/Zip: El Centro, CA 92244	Telephone: 619 482-6301/Fax: 619 482-6413
Telephone: 760-427-2314	
Fax: Are you a District employee? ☐ Yes ☒ No	Signature:
Is a Credential or Special License required for this consultancy? Yes No If yes, please specify and attach a copy of current License.	Originator: Melinda A. Nish, Ed.D.
Signature:	Account No.: 1-45110-671000-000

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: 43464/2



ATTACHMENT A

Reliance Public Relations, Inc., in partnership with Valley Solutions Group, Inc., is pleased to submit this scope of services to Southwestern Community College District (the District) for comprehensive short-term public relations services. The primary purpose of this scope is to advise and assist the Superintendent/President of the District and the Board of Trustees in the development of transparent two-way dialogue with its public until a permanent public information officer is hired.

The Scope of Services and Projects to be provided by the Reliance Team include:

- Development of a three-month Strategic Public Relations Plan, in collaboration with the District's Board and management;
- 16 hours per week of on-site assistance;
- Identification of messages and target audiences;
- Media relations, including coordination of queries, news release writing, editorial board visits and coordination of other media issues as needed;
- Identification of community relations opportunities to introduce the new District Superintendent/ President to the community;
- Management of issues and crisis communications planning;
- On-site crisis communications management as necessary;
- Media training on an individual or collective basis as mutually determined with District management;
- Governmental relations assistance as needed;
- Collaboration with the District's communications department staff;
- Other assignments as requested by the District's Superintendent/President and mutually agreed upon by Reliance.