

**Special Meeting
Board of Trustees
Coast Community College District**

Date: Wednesday, April 11, 2012

Location: Coast Community College District
Board Conference Room
1370 Adams Avenue
Costa Mesa, California 92626

Time: 1:00 p.m.

REVISED AGENDA ITEMS

- 1. Call to Order**
- 2. Roll Call**
- 3. Opportunity for Public Comment**

Members of the public have the opportunity to address the Board of Trustees on any item that has been described in this notice, before or during consideration of the item. Persons wishing to make comments are allowed 5 minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

- 4. Presentations and Interviews for Land Development Committee Asset Management Consultant:**
 - a) Jones Lang LaSalle Americas, Inc. at 1:00 p.m.**
 - b) RBF Consulting at 2:00 p.m.**
 - c) Public Private Ventures, Inc. at 3:00 p.m.**

Presentation Scenario:

The ongoing fiscal challenges in the State of California have resulted in severe cuts to community college funding and subsequently forced Coast Community College District (CCCD) to make drastic cuts to programs and services. In addition to a focused effort to evaluate the efficiency of our instructional space, the CCCD Vision 2020 Master Plan

(http://www.cccd.edu/about/master_planning.aspx) identifies several potential sites for mixed-use development. It is intended that these sites will maximize long-term revenue potential while balancing our educational mission and college-life experience.

Please provide a 20-30 minute presentation addressing the scenario above and why your firm could best serve as a strategic consultant for this endeavor. Be sure that your presentation includes (1) relevant and unique experiences/qualifications of your firm, (2) outlines the work process and timeline for which this project will be completed, (3) identifies the individuals that will be assigned to our project and their respective roles and responsibilities, (4) approximates the amount of time and total cost for the project.

5. **Discussion of Presentations and Interviews**
6. **Approve Non-Standard Consultant Agreement Between the City of Long Beach and the Coast Community College District for the Purpose of Awarding Bid to the District (Coastline Community College) for the Development of Marine Firefighting Training**

Background: Coastline Community College recently submitted a proposal in response to an invitation for bids from the City of Long Beach for the development of marine firefighting training materials. Coastline was awarded the bid, with Coastline offering to produce the required training materials for \$265,000. The Term of the Consultant Agreement will be for a period of two years from the latest date of signature.

Goal/Purpose: The goal/purpose of the Consultant Agreement is for the City of Long Beach to complete the award of the Marine Firefighting Training Agreement to the Coast Community College District (Coastline Community College).

Comments: This proposed Consultant Agreement with the City of Long Beach has been reviewed by District General Counsel. Requested revisions were sought based upon General Counsel comments; the City of Long Beach adopted some requested changes, but declined to change the indemnification paragraph of their agreement to be mutual.

Recommendation Statement: After review by the District General Counsel, it is recommended by the Chancellor that the Board approve the Consultant Agreement between the City of Long Beach and the Coast Community College District so that the District can be awarded the Marine Firefighting Training bid, subject to all blank fields in this Agreement being filled in by the City of Long Beach when they produce the final document. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board. (See Attachment #1)

Fiscal Review and Impact: Coastline Community College to receive \$265,000 from the City of Long Beach during the two years this Consultant Agreement is in effect.

7. Approve Non-Standard General Agreement of Indemnity Between SureTec Insurance Company and the Coast Community College District for the Purpose of Securing a Performance Bond for a Proposal Accepted by City of Long Beach

Background: Coastline Community College recently submitted a proposal in response to an invitation for bids for development of marine firefighting training materials. Coastline was awarded the bid, subject to the District securing a performance bond equaling the amount proposed, \$265,000.

Goal/Purpose: The goal/purpose of this General Agreement of Indemnity is for the District to secure the required performance bond to the City of Long Beach so that the City of Long Beach can complete the award of the Marine Firefighting Training Consultant Agreement.

Comments: This proposed General Agreement of Indemnity with SureTec Insurance Company has been reviewed by District General Counsel. Requested revisions were sought based upon General Counsel comments, with SureTec agreeing to change the effective date of the Agreement.

Recommendation Statement: After review by the District General Counsel, it is recommended by the Chancellor that the Board approve the Non-Standard General Agreement of Indemnity Between SureTec Insurance Company and the Coast Community College District to secure a required performance bond. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board. (See Attachment #2) **The District's signature on this General Agreement of Indemnity must be notarized.**

Fiscal Review and Impact: The performance bond will cost \$6,625 per/year for a period of two years, the term of the consultant agreement with the City of Long Beach which is pending approval by the District's Board of Trustees.

8. Adjournment

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at (714) 438-4848 as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

PRO-FORMA (SAMPLE) AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on _____, 200_, by and between (NAME OF CONSULTANT), a (STATE) corporation/limited liability company etc ("Consultant"), with a place of business at (ADDRESS), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with (SCOPE OF WORK ETC.) ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed _____ Dollars (\$_____), at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business

1 hours and provided that milestones for performance, if any, are met.

2 C. Consultant has requested to receive regular payments. City
3 shall pay Consultant in due course of payments following receipt from Consultant
4 and approval by City of invoices showing the services or task performed, the time
5 expended (if billing is hourly), and the name of the Project. Consultant shall certify
6 on the invoices that Consultant has performed the services in full conformance
7 with this Agreement and is entitled to receive payment. Each invoice shall be
8 accompanied by a progress report indicating the progress to date of services
9 performed and covered by the invoice, including a brief statement of any Project
10 problems and potential causes of delay in performance, and listing those services
11 that are projected for performance by Consultant during the next invoice cycle.
12 Where billing is done and payment is made on an hourly basis, the parties
13 acknowledge that this arrangement is either customary practice for Consultant's
14 profession, industry or business, or is necessary to satisfy audit and legal
15 requirements which may arise due to the fact that City is a municipality.

16 D. Consultant represents that Consultant has obtained all
17 necessary information on conditions and circumstances that may affect its
18 performance and has conducted site visits, if necessary.

19 E. CAUTION: Consultant shall not begin work until this
20 Agreement has been signed by both parties and until Consultant's evidence of
21 insurance has been delivered to and approved by City.

22 2. TERM. The term of this Agreement shall commence at midnight on
23 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless
24 sooner terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's
28 representative, if any, named in Exhibit "B", attached to this Agreement and

1 incorporated by this reference. Consultant shall advise and inform City's
2 representative of the work in progress on the Project in sufficient detail so as to
3 assist City's representative in making presentations and in holding meetings on
4 the Project. City shall furnish to Consultant information or materials, if any,
5 described in Exhibit "C", attached to this Agreement and incorporated by this
6 reference, and shall perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City
8 for entering this Agreement was and is the reputation and skill of Consultant's key
9 employee, _____. City shall have the right to approve any person
10 proposed by Consultant to replace that key employee.

11 4. INDEPENDENT CONTRACTOR. In performing its services,
12 Consultant is and shall act as an independent contractor and not an employee,
13 representative or agent of City. Consultant shall have control of Consultant's work and
14 the manner in which it is performed. Consultant shall be free to contract for similar
15 services to be performed for others during this Agreement; provided, however, that
16 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
17 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
18 Consultant's compensation; (b) City will not secure workers' compensation or pay
19 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
20 and Consultant is not entitled to any of the usual and customary rights, benefits or
21 privileges of City employees. Consultant expressly warrants that neither Consultant nor
22 any of Consultant's employees or agents shall represent themselves to be employees or
23 agents of City.

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to
2 Section 1763 of the California Insurance Code and that have ratings of or
3 equivalent to A:VIII by A.M. Best Company, the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope to
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
7 coverage shall include but not be limited to broad form contractual liability,
8 cross liability, independent contractors liability, and products and
9 completed operations liability. City, its boards and commissions, and their
10 officials, employees and agents shall be named as additional insureds by
11 endorsement (on City's endorsement form or on an endorsement
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
13 this insurance shall contain no special limitations on the scope of
14 protection given to City, its boards and commissions, and their officials,
15 employees and agents. This policy shall be endorsed to state that the
16 insurer waives its right of subrogation against City, its boards and
17 commissions, and their officials, employees and agents.

18 (b) Workers' Compensation insurance as required by the California
19 Labor Code and employer's liability insurance in an amount not less than
20 \$1,000,000. This policy shall be endorsed to state that the insurer waives
21 its right of subrogation against City, its boards and commissions, and their
22 officials, employees and agents.

23 (c) Professional liability or errors and omissions insurance in an
24 amount not less than \$1,000,000 per claim.

25 (d) Commercial automobile liability insurance (equivalent in scope
26 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
27 amount not less than \$500,000 combined single limit per accident.

28 B. Any self-insurance program, self-insured retention, or

1 deductible must be separately approved in writing by City's Risk Manager or
2 designee and shall protect City, its officials, employees and agents in the same
3 manner and to the same extent as they would have been protected had the policy
4 or policies not contained retention or deductible provisions.

5 C. Each insurance policy shall be endorsed to state that
6 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
7 days prior written notice to City, shall be primary and not contributing to any other
8 insurance or self-insurance maintained by City, and shall be endorsed to state that
9 coverage maintained by City shall be excess to and shall not contribute to
10 insurance or self-insurance maintained by Consultant. Consultant shall notify City
11 in writing within five (5) days after any insurance has been voided by the insurer or
12 cancelled by the insured.

13 D. If this coverage is written on a "claims made" basis, it must
14 provide for an extended reporting period of not less than one hundred eighty (180)
15 days, commencing on the date this Agreement expires or is terminated, unless
16 Consultant guarantees that Consultant will provide to City evidence of
17 uninterrupted, continuing coverage for a period of not less than three (3) years,
18 commencing on the date this Agreement expires or is terminated.

19 E. Consultant shall require that all subconsultants or contractors
20 that Consultant uses in the performance of these services maintain insurance in
21 compliance with this Section unless otherwise agreed in writing by City's Risk
22 Manager or designee.

23 F. Prior to the start of performance, Consultant shall deliver to
24 City certificates of insurance and the endorsements for approval as to sufficiency
25 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
26 the insurance, furnish to City certificates of insurance and endorsements
27 evidencing renewal of the insurance. City reserves the right to require complete
28 certified copies of all policies of Consultant and Consultant's subconsultants and

1 contractors, at any time. Consultant shall make available to City's Risk Manager
2 or designee all books, records and other information relating to this insurance,
3 during normal business hours.

4 G. Any modification or waiver of these insurance requirements
5 shall only be made with the approval of City's Risk Manager or designee. Not
6 more frequently than once a year, City's Risk Manager or designee may require
7 that Consultant, Consultant's subconsultants and contractors change the amount,
8 scope or types of coverages required in this Section if, in his or her sole opinion,
9 the amount, scope or types of coverages are not adequate.

10 H. The procuring or existence of insurance shall not be
11 construed or deemed as a limitation on liability relating to Consultant's
12 performance or as full performance of or compliance with the indemnification
13 provisions of this Agreement.

14 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
15 contemplates the personal services of Consultant and Consultant's employees, and the
16 parties acknowledge that a substantial inducement to City for entering this Agreement
17 was and is the professional reputation and competence of Consultant and Consultant's
18 employees. Consultant shall not assign its rights or delegate its duties under this
19 Agreement, or any interest in this Agreement, or any portion of it, without the prior
20 approval of City, except that Consultant may with the prior approval of the City Manager
21 of City, assign any moneys due or to become due Consultant under this Agreement. Any
22 attempted assignment or delegation shall be void, and any assignee or delegate shall
23 acquire no right or interest by reason of an attempted assignment or delegation.
24 Furthermore, Consultant shall not subcontract any portion of its performance without the
25 prior approval of the City Manager or designee, or substitute an approved subconsultant
26 or contractor without approval prior to the substitution. Nothing stated in this Section
27 shall prevent Consultant from employing as many employees as Consultant deems
28 necessary for performance of this Agreement.

1 7. CONFLICT OF INTEREST. Consultant, by executing this
2 Agreement, certifies that, at the time Consultant executes this Agreement and for its
3 duration, Consultant does not and will not perform services for any other client which
4 would create a conflict, whether monetary or otherwise, as between the interests of City
5 and the interests of that other client. And, Consultant shall obtain similar certifications
6 from Consultant's employees, subconsultants and contractors.

7 8. MATERIALS. Consultant shall furnish all labor and supervision,
8 supplies, materials, tools, machinery, equipment, appliances, transportation and services
9 necessary to or used in the performance of Consultant's obligations under this
10 Agreement, except as stated in Exhibit "C".

11 9. OWNERSHIP OF DATA. All materials, information and data
12 prepared, developed or assembled by Consultant or furnished to Consultant in
13 connection with this Agreement, including but not limited to documents, estimates,
14 calculations, studies, maps, graphs, charts, computer disks, computer source
15 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
16 information, material and memorandum ("Data") shall be the exclusive property of City.
17 Data shall be given to City, and City shall have the unrestricted right to use and disclose
18 the Data in any manner and for any purpose without payment of further compensation to
19 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
20 Data shall not be made available to any person or entity for use without the prior approval
21 of City. This warranty shall survive termination of this Agreement for five (5) years.

22 10. TERMINATION. Either party shall have the right to terminate this
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
24 prior notice to the other party. In the event of termination under this Section, City shall
25 pay Consultant for services satisfactorily performed and costs incurred up to the effective
26 date of termination for which Consultant has not been previously paid. The procedures
27 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
28 termination, Consultant shall deliver to City all Data developed or accumulated in the

1 performance of this Agreement, whether in draft or final form, or in process. And,
2 Consultant acknowledges and agrees that City's obligation to make final payment is
3 conditioned on Consultant's delivery of the Data to City.

4 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
5 shall not disclose the Data or use the Data directly or indirectly, other than in the course
6 of performing its services, during the term of this Agreement and for five (5) years
7 following expiration or termination of this Agreement. In addition, Consultant shall keep
8 confidential all information, whether written, oral or visual, obtained by any means
9 whatsoever in the course of performing its services for the same period of time.
10 Consultant shall not disclose any or all of the Data to any third party, or use it for
11 Consultant's own benefit or the benefit of others except for the purpose of this
12 Agreement.

13 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
14 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
15 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
16 without breach of this Agreement by Consultant; or (c) a third party who has a right to
17 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
18 disclosed pursuant to subpoena or court order.

19 13. ADDITIONAL COSTS AND REDESIGN.

20 A. Any costs incurred by City due to Consultant's failure to meet
21 the standards required by the scope of work or Consultant's failure to perform fully
22 the tasks described in the scope of work which, in either case, causes City to
23 request that Consultant perform again all or part of the Scope of Work shall be at
24 the sole cost of Consultant and City shall not pay any additional compensation to
25 Consultant for its re-performance.

26 B. If the Project involves construction and the scope of work
27 requires Consultant to prepare plans and specifications with an estimate of the
28 cost of construction, then Consultant may be required to modify the plans and

1 specifications, any construction documents relating to the plans and specifications,
2 and Consultant's estimate, at no cost to City, when the lowest bid for construction
3 received by City exceeds by more than ten percent (10%) Consultant's estimate.

4 This modification shall be submitted in a timely fashion to allow City to receive new
5 bids within four (4) months after the date on which the original plans and
6 specifications were submitted by Consultant.

7 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
8 amended, nor any provision or breach waived, except in writing signed by the parties
9 which expressly refers to this Agreement.

10 15. LAW. This Agreement shall be governed by and construed pursuant
11 to the laws of the State of California (except those provisions of California law pertaining
12 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
13 regulations of and obtain all permits, licenses and certificates required by all federal, state
14 and local governmental authorities.

15 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
16 constitutes the entire understanding between the parties and supersedes all other
17 agreements, oral or written, with respect to the subject matter in this Agreement.

18 17. INDEMNITY. Consultant shall, with respect to services performed in
19 connection with this Agreement, indemnify and hold harmless City, its Boards,
20 Commissions, and their officials, employees and agents (collectively in this Section,
21 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
22 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
23 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
24 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
25 Consultant, its officers, employees, agents, sub-consultants or anyone under
26 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
27 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
28 Indemnitor relating in any way to workers' compensation. Independent of the duty to

1 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
2 City and shall continue this defense until the Claim is resolved, whether by settlement,
3 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
4 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
5 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
6 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
7 Consultant's sole expense, as may be reasonably requested, in the defense.

8 18. AMBIGUITY. In the event of any conflict or ambiguity between this
9 Agreement and any Exhibit, the provisions of this Agreement shall govern.

10 19. COSTS. If there is any legal proceeding between the parties to
11 enforce or interpret this Agreement or to protect or establish any rights or remedies under
12 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

13 20. NONDISCRIMINATION.

14 A. In connection with performance of this Agreement and subject
15 to applicable rules and regulations, Consultant shall not discriminate against any
16 employee or applicant for employment because of race, religion, national origin,
17 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
18 disability. Consultant shall ensure that applicants are employed, and that
19 employees are treated during their employment, without regard to these bases.
20 These actions shall include, but not be limited to, the following: employment,
21 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
22 termination; rates of pay or other forms of compensation; and selection for training,
23 including apprenticeship.

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out
27 this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Agreement. Consultant may rely

1 on written representations by subconsultants and contractors regarding their
2 status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall
3 report to City in May and in December or, in the case of short-term agreements,
4 prior to invoicing for final payment, the names of all subconsultants and
5 contractors hired by Consultant for this Project and information on whether or not
6 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
7 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

8 21. NOTICES. Any notice or approval required by this Agreement shall
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
10 postage prepaid, addressed to Consultant at the address first stated above, and to City at
11 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
12 copy to the City Engineer at the same address. Notice of change of address shall be
13 given in the same manner as stated for other notices. Notice shall be deemed given on
14 the date deposited in the mail or on the date personal delivery is made, whichever occurs
15 first.

16 22. COPYRIGHTS AND PATENT RIGHTS.

17 A. Consultant shall place the following copyright protection on all
18 Data: © City of Long Beach, California ____, inserting the appropriate year.

19 B. City reserves the exclusive right to seek and obtain a patent
20 or copyright registration on any Data or other result arising from Consultant's
21 performance of this Agreement. By executing this Agreement, Consultant assigns
22 any ownership interest Consultant may have in the Data to City.

23 C. Consultant warrants that the Data does not violate or infringe
24 any patent, copyright, trade secret or other proprietary right of any other party.
25 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
26 and employees harmless from any and all claims, demands, damages, loss,
27 liability, causes of action, costs or expenses (including reasonable attorney's fees)
28 whether or not reduced to judgment, arising from any breach or alleged breach of

1 this warranty.

2 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
3 that Consultant has not employed or retained any entity or person to solicit or obtain this
4 Agreement and that Consultant has not paid or agreed to pay any entity or person any
5 fee, commission or other monies based on or from the award of this Agreement. If
6 Consultant breaches this warranty, City shall have the right to terminate this Agreement
7 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
8 from payments due under this Agreement or otherwise recover the full amount of the fee,
9 commission or other monies.

10 24. WAIVER. The acceptance of any services or the payment of any
11 money by City shall not operate as a waiver of any provision of this Agreement or of any
12 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
13 Agreement shall not constitute a waiver of any other or subsequent breach of this
14 Agreement.

15 25. CONTINUATION. Termination or expiration of this Agreement shall
16 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
17 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

18 26. TAX REPORTING. As required by federal and state law, City is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant's Employer Identification
22 Number is _____. If Consultant has a Social Security Number rather than an
23 Employer Identification Number, then Consultant shall submit that Social Security
24 Number in writing to City's Accounts Payable, Department of Financial Management.
25 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
26 Consultant provides one of these numbers.

27 27. ADVERTISING. Consultant shall not use the name of City, its
28 officials or employees in any advertising or solicitation for business or as a reference,

without the prior approval of the City Manager or designee.

28. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

29. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

(NAME OF CONSULTANT)

_____, 200_

By _____

Type or Print Name

_____, 200_

By _____

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 200_

By _____

City Manager

"City"

This Agreement is approved as to form on _____, 200_.

ROBERT E. SHANNON, City Attorney

By _____

Deputy



Coast Community College District

GENERAL AGREEMENT OF INDEMNITY

This General Agreement of Indemnity, herein called the "Agreement," is made and executed this 10th day of April, 2012 by the undersigned, herein called the "Indemnitors," in favor of, and for the benefit of, SureTec Insurance Company and its co-sureties, reinsurers, and other sureties through whom it may procure the execution of bonds and undertaking, herein collectively called the "Company."

Witnesseth:

WHEREAS, certain bonds, guaranties, obligations of suretyship, undertakings and other instruments in the nature of a bond or ancillary thereto (all such bonds, guaranties, obligations, and undertakings being collectively referred to herein as "bonds") may have heretofore been, and may hereafter be, required by, for, or on behalf of the Indemnitors or any one or more of the Indemnitors, in whose bonds the Indemnitors do hereby affirm to have a substantial material and beneficial interest; and as a condition precedent to the execution of any and all such bonds, the Company requires execution of this General Agreement of Indemnity;

NOW, THEREFORE, in consideration of these premises, and of the execution or continuance or renewal of such bonds, and for other good and valuable consideration, the Indemnitors do, for themselves, their heirs, executors, administrators, personal representatives, assigns and any and all of their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, proprietorships, divisions, affiliates, partnerships, joint ventures or co-ventures in which any of the undersigned Indemnitors, have any interest or participation, whether open or silent, now in existence or which may hereafter be created or acquired, jointly and severally agree with, and make this General Agreement of Indemnity in favor of, and for the benefit of, the Company as follows:

1. The Indemnitors shall pay to the Company, at its home office at 1330 Post Oak Boulevard, Suite 1100, in the City of Houston, Harris County, Texas, all sums due or to become due hereunder, including, but not limited to, all premiums, fees, and charges at the rates and at the times specified by Company, and will continue to pay the same when such premium, fee, or charge is annual and when additional premiums, fees, or charges are due for changes to underlying bonded obligations. Premiums are due and payable upon execution of bonds and upon renewal thereof. The Indemnitors shall be liable for additional and renewal premiums hereunder until the Company shall be discharged and released from any and all liability and responsibility upon and from each such bond or liability arising therefrom, and until the Indemnitors shall deliver to the Company at its home office in Houston, Texas, competent written evidence, satisfactory to the Company, of the Company's discharge from all liability on such bond or bonds. The Indemnitors shall also pay to Company, its affiliates, or to third parties, as the case may be, all underwriting, inspection, funds disbursement, escrow, special handling, filing, recording, and similar fees required or charged in connection with the underwriting, execution, or administration of any bonds.

2. The Indemnitors shall indemnify and save the Company harmless from and against every claim, demand, liability, cost, loss, charge, suit, judgment, award, fine, penalty, and expense which the Company may pay, suffer, or incur in consequence of having executed, delivered, or procured the execution of such bonds, or any renewals or continuations thereof or substitutes therefor, including, but not limited to, court costs, mediation and facilitation fees and expenses, funds disbursement and escrow fees, fees and expenses of attorneys, accountants, adjusters, inspectors, experts, and consultants, whether on salary, retainer, in-house, or otherwise, and the expense of determining liability, or procuring, or attempting to procure, release from liability, or in bringing suit or claim to enforce the obligation of any of the Indemnitors under this Agreement. In the event the Company deems it necessary to respond to, make an investigation of, or settle, defend, or compromise a claim, demand or suit, the Indemnitors acknowledge and agree that all loss, cost, and expense attendant to such response, investigation,

settlement, defense, and compromise, whether incurred internally or otherwise, and whether or not Indemnitor has offered to defend Company, is included as an indemnified expense and shall be paid by Indemnitors to Company on demand. In the event of payments by the Company, a voucher, affidavit, bordereaux or other evidence of such payments are prima facie evidence of the amount paid, propriety thereof, and of the Indemnitors' liability therefor to the Company. In the event that Indemnitors are covered by any insurance policy or policies for any matter or claim that may be brought against Company, or for which Company may have any exposure or liability, the coverage under such insurance policy or policies shall be primary. Indemnitors waive any and all claims of subrogation against Company.

3. Payment of loss or deposit of cash, cash collateral, or other collateral security acceptable to the Company shall be made to the Company by the Indemnitors as soon as liability exists or is asserted against the Company, whether or not the Company shall have made any payment therefor. Such payment shall be equal to the larger of (a) the amount of any reserve set by the Company, or (b) such amount as the Company, in its sole judgment, shall deem sufficient to protect it from loss. The Company shall have the right to use the collateral, or any part thereof, in payment or settlement of any liability, loss or expense for which the Indemnitors would be obligated to indemnify the Company under the terms of this Agreement. If for any reason the Company shall deem it necessary to increase a reserve to cover any possible liability or loss, the Indemnitors will deposit with the Company, immediately upon demand, a sum of money equal to any increase thereof as collateral security to the Company for such liability or loss. Indemnitors acknowledge that there is no adequate remedy at law for the breach of this provision and that payment of damages would not adequately compensate Company for such breach. Accordingly, Company may compel Indemnitors to specifically perform these obligations pursuant to applicable law.

4. The Indemnitors immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability, with which the Company may be subsequently charged under any such bond, shall notify the Company thereof in writing at its home office, 1330 Post Oak Boulevard, Suite 1100, Texas, 77056. Recognizing that the Company is relying on the financial information provided by Indemnitors, Indemnitors shall notify the Company immediately of any event which adversely affects the financial stability of any Indemnitor.

5. The Company shall have the right to settle, compromise, prosecute, or defend any claim or action brought against the Company or any Indemnitor upon or relating to any bond or any affirmative claims by any Indemnitor against Company or a third party relating to any bonds or any interests granted herein. Company's decision with respect thereto shall be binding and conclusive upon the Indemnitors.

6. The Company, and its designated agents, consultants, and representatives, shall at any and all reasonable times, have free access to the books and records of the Indemnitors. Indemnitors consent to Company's requests for, and use of, consumer credit reports and investigative consumer credit reports with respect to any of the individual Indemnitors. Any bank, depository, creditor, credit bureau or credit reporting agency, obligee of a bond, subcontractor, material supplier, claimant, prior surety, agent, or other person, firm or corporation possessing records or having information concerning the financial affairs and records or having information concerning the current or past financial affairs and operations of the Indemnitors is hereby authorized to furnish to the Company and its representatives, consultants, and affiliates, any such records or information requested by the Company. Indemnitors will execute, as requested by the Company, any additional documents necessary to cause the release and production of records and information authorized by this paragraph.

7. In the event the Indemnitors, or any of them, shall (a) fail to pay any premium or underwriting charge or fee when due, or (b) fail to pay any amounts due hereunder, (c) abandon, forfeit or breach a bonded contract or obligation, or have been alleged to have abandoned, forfeited, or breached any such contract, (d) breach or be declared to have breached any bond issued by or at the request of Company, (e) have proceedings instituted against them, or any them, alleging that they are insolvent, or for the appointment of a receiver or trustee for the benefit of creditors, whether such Indemnitor(s) are insolvent or not, (f) have proceedings instituted against them, or any of them, the effect of which may be to deprive any of them of the use of any part of the equipment, funds, or assets used in connection with the work under bonded contract so as to hinder, delay or impede the normal satisfactory progress of the work, (g) fail to cooperate with Company in the investigation of claims made or threatened to be made against Company, (h) be in breach or default of any funds disbursement, escrow or other agreement executed in connection with any bond, or (i) if any Indemnitor is an individual, the Indemnitor's dying, absconding, disappearing, incompetency, being convicted of a felony or imprisoned, and if the Indemnitor is any other entity, any change or threat of change in the character, identify, control, management, beneficial ownership or existence of Indemnitor, or (j) the Company shall become insecure or unsure of the Indemnitors' willingness or ability to perform their obligations hereunder, and irrespective of whether Indemnitors have been declared in default under any bond or undertaking, the Company shall have the right, but not the obligation, to: (x) take possession of

the work and under any other contract in connection with which the Company has given its bond or bonds within the purview of this Agreement and, at the expense of the Indemnitors, to continue performance of the contract(s), or cause, consent to, or arrange for, the completion thereof, (y) direct the obligees under such bonds to hold or forward contract proceeds and retainages due, earned, or to become due or earned, under the contract to the Company or its designees for disbursement or offset against other obligations of Indemnitors to Company as it deems necessary or advisable, and/or (z) take such other and further action as the Company may, in its sole discretion, deem advisable, prudent, or necessary.

8. Indemnitors shall pay interest on, and interest shall accrue on, all unpaid indebtedness of Indemnitors to Company at an interest rate equal to the lesser of: (a) eighteen percent (18%) per annum or (b) the Highest Lawful Rate (as such term is defined below). Interest on unpaid premiums shall not begin to accrue, however, until 45 days following the date of execution of a bond, or the renewal of a bond, by Company or its attorney-in-fact. Notwithstanding any other provision herein, the aggregate interest rate charged under this Agreement, including all charges, fees, or other payments in connection herewith or therewith deemed in the nature of interest under applicable law shall not exceed the Highest Lawful Rate. It is the intention of Company and Indemnitors to conform strictly to any applicable usury laws. Accordingly, if Company contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be canceled automatically and, if previously paid, shall at Company's option be applied to the outstanding principal balance due hereunder or be refunded to Indemnitors. As used in this paragraph, the term "Highest Lawful Rate" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to Company which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

9. As further security, the Indemnitors hereby grant to the Company a security interest in, and lien on, all of their furniture, fixtures, equipment, office equipment, books and records, documents, accounts, deposit accounts, accounts receivable, chattel paper, instruments, letter of credit rights, contract rights and contract proceeds, machinery, plant, inventory, insurance policies, vehicles, tools, real property, general intangibles, materials, rights due or to become due in connection with any contract, whether or not bonded by Company, and all substitutions, replacements, accessions, attachments and improvements to any of the foregoing, along with all insurance and other proceeds from any of the foregoing. This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Company in accordance with the Uniform Commercial Code and all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Company without notice to perfect the security interests and liens granted herein. The Company may add schedules, property descriptions, and other documents to this Agreement as necessary and may sign a copy of this Agreement, or copy thereof, where required for filing as a Financing Statement or to otherwise perfect any interest granted herein. For the purpose of recording this Agreement, a photocopy of this Agreement acknowledged by a representative of Company before a Notary Public as being a true copy hereof shall be regarded as an original. The grant of the security interest and lien position, and any efforts to perfect same, are in addition to, and not in abrogation of, substitution for, nor restriction of any and all rights which the Company has or may have under this Agreement, at law, or in equity.

10. The Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Company and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Indemnitors assigned, transferred, and set over to the Company in this Agreement, and in the name of the Indemnitors, or any one or more of them, to make, endorse, execute, sign, fill in blanks, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, documents, documents of conveyance, instruments, checks, drafts, deposit, ACH, and wire transfer directives and orders, change of address and account notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by the Company, and to collect the proceeds thereof, in order to give full effect not only to the intent and meaning of the obligations assumed, and the agreements made, by Indemnitors hereunder, and the assignments and conveyances made herein, but also the full protection intended to be herein given to the Company under all other provisions of this Agreement. The Indemnitors hereby ratify and confirm all acts and actions taken and done by the Company and its designees as such attorney-in-fact. The powers and authority granted herein shall not be affected by the disability or incapacity of the Indemnitors or any one or more of them.

11. The Indemnitors understand and agree that the circumstances, financial or otherwise, of any one or more of the Indemnitors may change substantially over the period of this agreement and the Indemnitors therefore agree to keep themselves fully informed as to the business activities and financial affairs of any one or more of the Indemnitors and of the risks being engaged in so that the Indemnitors are always aware of the risks of hazards in

continuing to act as Indemnitors. The Indemnitors hereby expressly waive any requirement for notice from the Company of any fact or information coming to the notice or knowledge of the Company affecting its rights or the rights or liabilities of the Indemnitors.

12. In the event of any claim or demand being made by the Company against the Indemnitors, or any one of more of the parties so designated, by reason of the execution of a bond or bonds, the Company is hereby expressly authorized to settle or compromise with any one or more of the Indemnitors individually, and without reference or notice to the others, and such settlement or composition shall not affect the liability of any of the others and the Indemnitors hereby expressly waive the right to be discharged by reason of the release of one or more of the Indemnitors, and hereby consent to any settlement or compromise that may hereafter be made.

13. The Company is not required, by reason of any application for a bond or by reason of having issued a previous bond, bid bond, "bondability letter," or otherwise, to execute or procure the execution of or participate in the execution or renewal of any further bond or bonds. The Company, at its sole option and without assigning any reason therefor, may decline to execute or to participate in or procure the execution or renewal of any bond without impairing the validity of this Agreement or incurring any liability to Indemnitors. Any promise or agreement by Company or its representatives or agents to issue or execute any bond or undertaking in the future shall be revocable at will by Company unless and until such bond or undertaking is properly authorized, issued and delivered by Company. Company's failure or refusal to issue final bonds after bid bonds or other proposal guarantees have been issued shall not excuse Indemnitors from their liability to indemnify and hold Company harmless from any loss or claim against such bid bond or proposal guarantee, nor shall such failure or refusal give rise to any cause of action in favor of Indemnitors for alleged losses of anticipated profits or other benefits.

14. The Indemnitors acknowledge and agree that it is their sole responsibility to provide the proper forms for the bonds to be executed by the Company, and to review and approve any bond and undertaking executed by the Company on its own forms. Neither the Company, nor its agents, shall have any liability whatsoever to the Indemnitors if they shall fail to furnish the Company with the proper forms or to object to forms furnished by the Company. It shall be the sole responsibility of the Indemnitors to review all bond forms executed by the Company for appropriateness and for any errors or omissions prior to delivery of the bonds to an obligee. The Company and its agents shall have no liability to the Indemnitors on account of any negligence (whether sole or concurrent), inadvertence, error or omission in the preparation, execution, or delivery of any bonds. Prior to requesting that the Company issue any bond, the Indemnitors shall obtain confirmation that the proposed obligee on the bond will accept the Company as surety on the proposed bond, and neither the Company, nor its agents, shall have any liability whatsoever if any obligee refuses, for whatever reason, to accept the Company as surety on any bond. The Indemnitors agree that the Indemnitors shall be solely responsible for arranging, independent of the Company, for the timely delivery of any bond to the obligee. The Company and its agents shall have no liability to the Indemnitors if any bond is not timely delivered to any obligee for any reason whatsoever, including any negligent acts or omissions on the part of the Company or its agents.

15. The Indemnitors agree that the Company's liability, if any, to the Indemnitors, or to any of them, on account of any acts or omissions by the Company or any of its consultants, affiliates, agents, or representatives (whether such acts or omissions arise in tort, negligence, trespass, breach of contract, by statute, or at law) arising out of or relating to any bonds or any other conduct of the Company or its agents, representatives, employees, attorneys, attorneys-in-fact, adjustors, or consultants is hereby expressly limited to an amount not to exceed the premium actually paid to the Company for such bond.

16. If the Company procures the execution of bonds or undertakings through other sureties or executes the bonds with co-sureties, or reinsures any portion of the bonds, then all the terms and conditions of this Agreement shall apply and operate for the benefit of, and may be enforced by, such other companies, co-sureties and reinsurers as their interests may appear to the same extent as if they were the Company. A written statement, signed by an officer of SureTec Insurance Company, attached to a copy of this Agreement before or after execution hereof by Indemnitors, confirming procurement of execution, fronting, co-surety, or reinsurance by such other companies, shall be prima facie evidence of the rights of such other companies hereunder and shall be binding on Indemnitors to the same extent as if such companies were named as the Company herein in the first instance. Any action to enforce this Agreement may be brought in the name of such other companies without the necessity of joinder of Company.

17. The liability of the Indemnitors hereunder shall not be affected by the failure of the Indemnitors, or any one or more of them, to sign any contract, bond, rider, undertaking, or this Agreement, nor by any claim that other

indemnity, security, or collateral was to have been obtained, nor by the release of any indemnity, nor the return or exchange of any collateral, nor the forbearance or neglect in the enforcement of any requirements relating to the disbursement, administration or control or contract proceeds, that may have been obtained or occurred. If any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other Indemnitor. The Company may, but shall not be obligated to, accept other and further Agreements of Indemnity from Indemnitors or others, and may allow Indemnitors or additional indemnitors to execute Agreements of Indemnity in multiple counterparts. It is understood and agreed that the execution of multiple, successive, replacement, or additional Agreements of Indemnity or the release or partial release or the capping of liability of some of the Indemnitors shall not operate to release Indemnitors. Indemnitors waive any and all claims that such other or additional Agreements of Indemnity constitute novations, substitutions or releases of the Indemnitors or of this Agreement.

18. This Agreement may be terminated by the Indemnitors, or any one or more of the parties so designated, only upon written notice, of not less than thirty (30) days, sent by registered mail to the home office of the Company, 1330 Post Oak Boulevard, Suite 1100, Houston, Harris County, Texas 77056. In no event, however, shall any such termination notice operate to modify, bar, discharge, limit, affect or impair the liability of the party sending such termination notice, with respect to, upon or by reason of any and all such bonds executed prior to a date thirty (30) days after the date of the Company's actual receipt of such notice in its home office as aforesaid. Any such termination notice shall not operate to modify, bar, discharge, limit, affect or impair the liability of non-terminating Indemnitors, with respect to, upon or by reason of any and all bonds issued by Company.

19. The Indemnitors understand and agree that this document is a continuing agreement to indemnify over an indefinite period and that bonds issued by the Company may vary widely in amounts and nature and that the Indemnitors will be bound by all such bonds, and any changes in the amounts of such bonds or underlying obligations, whether or not Company consents to such changes. The Indemnitors shall continue to remain bound under the terms of the Agreement even though the Company may from time to time, heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accept or release other agreements of indemnity, collateral, or conditions in connection with the procurement of bonds, from Indemnitors or others, it being expressly understood and agreed by the Indemnitors that any and all other rights which the Company may have or acquire against the Indemnitors or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded Company under this Agreement.

20. This General Agreement of Indemnity is governed by, and shall be interpreted in accordance with, the laws of the State of California without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of California to be applied. All of Indemnitors' duties and obligations under this Agreement are due, payable, and performable in San Diego, San Diego County, California. Company shall be entitled to enforce this Agreement by an action brought in any locale where Company maintains an office, where Indemnitors may reside or maintain an office, or where any of the bond obligations were to be performed. If any provision or provisions, or portion thereof, of this Agreement shall be void or unenforceable under the laws of any jurisdiction governing its construction, this Agreement shall not be void or vitiated thereby, but shall be construed and enforced with the same effect as though such provision or provisions, or portion thereof, were omitted and the other provisions shall remain in full force and effect.

21. This General Agreement of Indemnity applies to all bonds heretofore or hereafter written by or at the request of Indemnitor, or any of them, by Company as surety, co-surety, or reinsurer on behalf of the Indemnitors, or any of them, and any and all of their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, proprietorships, divisions or affiliates, partnerships, joint ventures or co-ventures in which any of the undersigned Indemnitors, their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions, proprietorships, or affiliates, have any interest or participation whether open or silent; jointly, severally, or in any combination with each other; now in existence or which may hereafter be created or acquired by Indemnitors or any of them.

22. The Indemnitors hereby warrant and represent the accuracy of all financial statements submitted or to be submitted to the Company, and covenant and agree that the assets described therein are dedicated to, assigned, and imposed with a trust for the purpose of this Agreement and for the benefit of the Company.

23 Except where prohibited by law, Indemnitors hereby waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process secured or requested by Surety under the laws of the United States or of any state or province or of any other government.

24. Indemnitors declare that all monies due and to become due under any contract or contracts covered by bonds issued by the Company are trust funds, whether in the possession of the Indemnitors or otherwise, for the benefit of and for payment of all obligations for which the Company would be liable under any of said bonds. Said trust also inures to the benefit of the Company for any liability or loss it may have or sustain under any of said bonds, and this Agreement shall constitute notice of such trust.

25. THE UNDERSIGNED INDEMNITORS REPRESENT TO THE COMPANY THAT THEY HAVE CAREFULLY READ THIS ENTIRE AGREEMENT CONSISTING OF THIS PAGE, THE PRECEDING PAGES, AND ANY PAGES WHICH FOLLOW, AND THAT THERE ARE NO OTHER PROMISES, AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN. THE UNDERSIGNED INDEMNITORS RECOGNIZE THAT THE ABOVE AND FOREGOING AGREEMENTS INCLUDE BROAD RIGHTS IN FAVOR OF COMPANY AND LIMITATIONS ON THE LIABILITY OF COMPANY AND ITS AGENTS FOR CERTAIN ACTS AND OMISSIONS, INCLUDING NEGLIGENT ACTS AND OMISSIONS. THE EFFECTIVE DATE OF THIS AGREEMENT OF INDEMNITY SHALL BE THE DAY AND YEAR FIRST ABOVE WRITTEN, REGARDLESS OF THE DATE OR DATES ON WHICH THE UNDERSIGNED MAY EXECUTE THIS AGREEMENT AND REGARDLESS OF WHETHER BONDS WERE ISSUED BY THE COMPANY BEFORE OR AFTER THE EXECUTION OR EFFECTIVE DATE OF THIS AGREEMENT. THE COMPANY'S ACCEPTANCE OF THIS AGREEMENT SHALL BE PRESUMED AND IS DEEMED EFFECTIVE BY ITS RECEIPT OF THIS AGREEMENT, ITS RELIANCE HEREON, OR BY ITS EXECUTION OF ANY BOND OR UNDERTAKING FOR INDEMNITORS OR ANY OF THEM.

Principal

Name: Coast Community College District

By: _____
Signature

Printed Name & Title:

Jim Moreno, President, Board of Trustees
1370 Adams Ave, Costa Mesa, CA 92626

Street or P.O. Box City State/Zip