Date received:_____

PALO VERDE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
AGENDA ITEM REQUEST

- ☐ Consent
- ☒ Action
- ☐ Information
- ☐ Discussion/Presentation

RESOLUTION TITLE:
BOARD MEETING DATE:

BACKGROUND:

The consulting firm of Adult Education Solutions was selected by the Palo Verde Adult Education Consortium to provide comprehensive services to advocate, guide, and assist in the management of the Adult Education Block Grant (AB104).

FISCAL IMPLICATIONS:

The $80,000 cost will be categorically funded through the Adult Education Block Grant.

BUDGET PAID FROM:

Categorical funds

RECOMMENDATION

Recommended approval from the Board of Trustees.

Administrator Initiating Item:	**College Council/Full Admin Review Date:**
Lale Cilenti	

PALO VERDE COMMUNITY COLLEGE CONSORTIUM
One College Drive
Blythe, CA 92225
(760) 921-5500

AGREEMENT FOR CONSULTANT SERVICE

This AGREEMENT made this ____ day of _____ between:

CLIENT: **PALO VERDE ADULT EDUCATION CONSORTIUM,** hereinafter referred to as the **"CONSORTIUM"**, having principal place of business at

One College Drive,
Blythe, California, 92225

and

CONSULTANT: **Adult Education Solutions, Inc.**, hereinafter referred to as the **"CONSULTANT"**, having principal place of business at

800 Traction Avenue, Studio 9
Los Angeles, California 90013
213-625-3544

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will be become effective January 1, 2016 and will continue in effect through June 30, 2016, unless terminated in accordance with the provisions of this agreement.

ARTICLE 2. INDEPENDENT CONSULTANT STATUS

Section 2.01. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of Consortium. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consortium and Consultant or any employee or agent of the Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

Section 3.01. Consultant agrees to provide the following services to the Consortium for the Adult Education Block Grant, AEBG:

Services	Projected Deadlines (to be adjusted as needed)
Redevelopment of 3 yr./1 yr. plan & allocation schedule	2-15-2016
Evaluation and revision of governance plan	2-15-2016
Brown Act training	3-1-2016

Evaluation/selection/development of data management/tracking system	3-1-2016
Position/repositioning of total project – create focus and brand identity/equity	4-1-2016
Training/onboarding assistant project leader – including activities/responsibilities required for regular meetings of the consortium	TBD (2-weeks post-start date)
Review and recommendation of updates for GED and ESL programs to correspond to the AEBG needs of adult learners.	TBD
Preparation of non-fiscal reports and worksheets (may incur possible extra costs if subcontracting required.)	Ongoing throughout contract term
Position/repositioning of total project – creating focus and brand identity/equity	Ongoing throughout contract term
Development of leveraged relationships with CBOs, foundations, other government agencies	Ongoing throughout contract term
Providing legislative, regulation and guidance updates in advisory capacity.	Ongoing throughout contract term
Engaging stakeholders – Sacramento/Washington delegation, local officials, tribal leaders, etc.	Ongoing throughout contract term
Maintenance of dialog with Sacramento and the Chancellor's Office	Ongoing throughout contract term
Development of comprehensive communications plan.	Ongoing throughout contract term
Redevelopment and maintenance of Consortium website.	Ongoing throughout contract term

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Consultant, Consortium agrees to pay Consultant $80,000.

Palo Verde Consortium will be billed for services rendered as outlined in this agreement. The Consortium will also be billed for reasonable travel expenses incurred during on-site visits; travel time will not be billed. The Consortium will be billed separately for actual, pre-approved non-contract production costs, hardware/software expenses, data collection, and miscellaneous initial costs related to web design (photography, layout, programming etc.), event costs, sub-contracted work, and other approved costs outside of the scope of the services outlined in Article 3.

Invoices

Section 4.02. Consultant will submit invoices on the first workday of each month to cover billable services delivered during the prior month (with copies attached providing proof of completed service or product). Travel expenses will be invoiced separately.

Date for Payment of Compensation

Section 4.03. Invoices will be paid 30 days after receipt.

ARTICLE 5. OBLIGATIONS OF CONSULTANT

Workers' Compensation

Section 5.01. Consultant agrees to provide worker's compensation insurance for Consultant's employees and agents and agrees to hold harmless and indemnify Consortium for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

Tools and Instrumentalities

Section 5.02. Consultant is not required to purchase or rent any tools, equipment or services from Consortium.

Indemnification of Liability

Section 5.03. Consultant shall indemnify and hold Consortium harmless against any and all liability imposed for claimed injuries, damages, losses or suits, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Consultant or Consultant's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

Assignment

Section 5.04. Neither this agreement nor any duties or obligations under this agreement may be assigned by Consultant without the prior written consent of Consortium.

State and Federal Taxes

Section 5.05. As consultant is not Consortium's employee, Consultant is responsible for paying all required state and federal taxes. In particular:

- Consortium will not withhold FICA (Social Security) from Consultant's payments:
- Consortium will not make state or federal unemployment insurance contributions on Consultants behalf.
- Consortium will not withhold state or federal income tax from payment to Consultant
- Consortium will not make disability insurance contributions on behalf of Consultant
- Consortium will not obtain workers' compensation insurance on behalf of Consultant.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party;
3. Death of either party

Termination by Consortium for Default of Consultant

Section 6.02. Should Consultant default in the performance of this agreement or materially breach any of its provisions, Consortium, at Consortium's option, may terminate this agreement by giving written notification to Consultant.

Termination by Consultant for Default of Consortium

Section 6.03. Should Consortium default in the performance of this agreement or materially breach any of its provisions, Consultant, at the Consultant's option, may terminate this agreement by giving written notice to Consortium.

ARTICLE 7. GENERAL PROVISIONS

Entire Agreement of the Parties

Section 7.01. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for Consortium and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Attorneys' Fees

Section 7.02. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.03. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at _____Blythe_____, California, on the date and year first above written.

CONSORTIUM:

PALO VERDE ADULT EDUCATION CONSORTIUM

By: _____
(Signature)

_____
(Name Typed or Printed & Title)

CONSULTANTS: Alan Helfman and Santiago Jackson

COMPANY: Adult Education Solutions, Inc.

By: _____
(Signature)

_____
(Name Typed or Printed & Title)

_____
(SSN or Federal Tax ID Number)