PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date:

- ☐ Consent
- ☒ Action
- ☐ Information

AREA: Consultant Agreement
RESOLUTION TITLE: Consultant Agreement with Servando Gereau

BACKGROUND:

This consultant will provide the instruction needed for the photovoltaic classes that are part of the STG grant.

FISCAL IMPLICATIONS:

This agreement is for 60 hours of instruction and not to exceed 60 hours or $9,000.

RECOMMENDATION:

It is recommended that the board approve acceptance of this agreement.

Administrator Initiating Item:	College Council/Full Admin Review Date:
Don Wallace	

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This agreement made and entered into this 3rd day of February 2015, by and between the ***PALO VERDE COMMUNITY COLLEGE DISTRICT***, Riverside County, California, hereinafter referred to as the "District" and Servando Gereau hereinafter referred to as the "Contractor".

CONTRACTOR agrees to provide the DISTRICT the services enumerated in Section 6 of this Agreement under the following terms and conditions:

1. Services shall begin on, or about, the 3rd day of February, 2015, and shall end on, or about, the 24th day of April, 2015. Contractor shall be paid at the rate of $150 per hour (not to exceed 60 hours or $9,000). This total is intended to cover any preparation that may be needed. In addition, the District agrees to reimburse Contractor for lodging one night per week during the training period, not the exceed $100 per night (or total of $600).

2. CONTRACTOR understands and agrees that he and/or all of his employees are not employees 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 employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to CONTRACTOR'S employees.

3. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

4. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor per IRS Publication 15-A page 4, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.

5. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents. DISTRICT agrees to defend, indemnify and hold harmless the CONTRACTOR, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

6. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:
Contractor shall be compensated on a fee-based class determination. The Contractor agrees that compensation will only occur if sufficient student enrollment is obtained.

Contractor will conduct one training course on the topic of photovoltaic applications and systems in Spanish. Sixty (60) hours of classroom training is anticipated.

7. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

8. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

9. Payments will be made by the DISTRICT to the CONTRACTOR as follows: All invoices for services shall be presented to the President's Office for approval. Invoices will be forward to the Fiscal Services office for issuance of payment. Payment shall be made within 30 working days of presentation of invoice.

10. This agreement may be terminated by either party notifying the other, in writing, no less than thirty (30) days prior to the date of termination.

11. As these services will be paid for with federal funds, the Contractor must comply with the following federal regulations as applicable:
    - The contractor must be alert for instances of fraud, waste, abuse, and criminal activity committed by staff, contractors, or program participants and to report all such instances.
    - Title VI of the Civil Rights Act of 1964, provisions of WIA Section 188, and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60? [20 CFR 667.200(f) and 29 CFR 97. 36(i)(3)];
    - Awarding agency requirements and regulations pertaining to reporting. [29 CFR 97.36(i)(7)];
    - DOL's requirements pertaining to patent rights with respect to any discovery or invention under this contract. [29 CFR 97. 36(i)(8)];
    - Awarding agency requirements and regulations pertaining to copyrights and rights in data. [29 CFR 97.34 and 97.36(i)(9)];
    - The rights of the state, DOL, or any of their authorized representatives to access any books, records, papers or other pertinent documents for the purpose of auditing or monitoring. [29 CFR 97.36(i)(10)];
    - The retention of all required records for 3 years. [29 CFR 97.36(i)(11)];
    - Debarment and suspension requirements. (E.O. 12459). [20 CFR 667.200(d), 29 CFR Parts 97.35 and 98.510];
    - A certification of a Drug Free Workplace. [29 CFR 94 and 48 CFR 23.5];

- Administrative, contractual, or legal remedies in instances of contractual violation. [29 CFR 97.36(i)(1)];
- Applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act. [29 CFR 97.36(i)(12)];
- No funds shall be used for lobbying (Byrd-Anti Lobbying Amendment). [20 CFR 667.200(e) and 29 CFR 93.110].

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly-authorized representatives on this date:

DISTRICT: Palo Verde College
Fed. ID #33-0833195

_____ _____
Donald G. Wallace, Superintendent/President Date

Contractor: Servando Gereau

_____ _____
Servando Gereau Date
Federal Tax ID #27-264-2338
Address: _____
Phone: _____

Date of Board Approval /Ratification

Account Codes: