PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date:

- ☐ Consent
- ☒ Action
- ☐ Information

AREA: Grant
RESOLUTION TITLE: Acceptance of Photovoltaic Grant

BACKGROUND:

The district applied for and received a grant to provide solar instruction in Spanish. Six weeks of in-class instruction will take place followed by one week of in-the-field training.

FISCAL IMPLICATIONS:

The grant total is $18,100

RECOMMENDATION:

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

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

stg

STANFORD TRANSPORTATION GROUP AGREEMENT
WITH PALO VERDE COLLEGE

This Agreement is entered into this 1st day of February, 2015 by and between Stanford Transportation Group LLC, having its principal business address at 236 West Portal Avenue, #359, San Francisco, CA 94127 (hereinafter called "STG") and Palo Verde College, having its principal business address at One College Drive., Blythe, CA 92225 (hereinafter called the "College").

WHEREAS, it is necessary and desirable that the College be engaged by STG for the purpose of performing services hereinafter described;

NOW, THEREFORE, in consideration of the payments hereinafter set forth, the College shall perform services for STG in accordance with the terms and conditions set forth herein and in Exhibit A attached hereto and by this reference made a part hereof, and, in consideration of the services rendered in accordance with all terms and conditions set forth herein and in Exhibit A, STG shall make payment to the College in the manner specified in Exhibit A.

1. TERM OF CONTRACT. This Agreement shall commence on February 1, 2015 and terminate no later than June 30, 2015. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.

2. TERMINATION OF CONTRACT. STG may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of STG, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by the College under this Agreement shall become the property of STG and shall be promptly delivered to STG. In the event of termination, the College shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

   The College may terminate this Agreement upon thirty (30) days written notice to STG.

3. AMENDMENTS. This Agreement may be amended only by written instrument signed by both STG and the College which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

4. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

5. INDEPENDENT ENTITIES. It is understood that this is an Agreement by and between independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent entities. Except as STG may specify in writing, the College shall have no authority, expressed or implied, to act on behalf of STG, the California Community College Chancellors Office or the US Department of Energy in any capacity whatsoever. The College shall have no authority, expressed or implied, pursuant to this Agreement to bind STG to any obligation whatsoever.

6. TIME OF PERFORMANCE. Time is of the essence and the College shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

7. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. STG is an equal opportunity employer. By entering into this Agreement, the College certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. The College's personnel policies shall be made available to STG upon request.

8. OWNERSHIP OF PROPERTY. The source of funding for this contract is from US Federal Government sources. All products developed by the College are in the public domain.

9. LICENSES, PATENTS, PERMITS. Prior to commencement of work/services to be performed under this Agreement, the College shall apply for, obtain and maintain in current status, at his/her own expense, any license, permit or approval required from any agency for the performance of said work/services, or forfeit any right to compensation under this Agreement.

10. LIABILITY AND INSURANCE. The College shall be responsible for all damages to persons or properties that occur as a result of the College's or the College's employees fault or negligence in connection with the performance of this Agreement.

The College shall take out and maintain during the life of this Agreement such liability insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. The College shall procure and maintain Comprehensive Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate, unless agreed in writing by STG's Managing Director.

Certificates of Insurance for coverages required herein shall be filed with STG's Managing Director *prior to the commencement of work.* The certificates shall provide that if the policy or policies be canceled by the insurance company or the College during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to STG's Managing Director. The certificates shall also show the information that STG is named on the College's Comprehensive General Liability and Property Damage policies as co-insured or added thereon by endorsement as a named insured or additional insured. If added by endorsement, certificates shall clearly state that "STG, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self insurance maintained by STG. The College shall provide STG with the

endorsement to the policy that names STG as additional insured.

11. WORKERS' COMPENSATION INSURANCE. The College shall have in effect, during the life of this Agreement that the College has employees, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the College certifies awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Initial

☐ I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Initial *(if applicable)*

☐ I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

12. INDEMNIFICATION. The College shall indemnify and save harmless STG, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by the College, its officers, agents, employees and/or servants.

The duty of the College to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require the College to indemnify STG, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the Civil Code.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, the College's agreement at its sole expense to indemnify STG from and defend or settle any claim or action brought against STG to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. The College shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by STG for any such claim or action or settlement thereof.

13. ASSIGNABILITY. The College shall not assign this Agreement or any portion thereof to a third party without the prior written consent of STG, and any attempted assignment without such prior written consent in violation of this paragraph is null and void and automatically shall terminate this Agreement. In the event of any assignment, the College shall remain liable to STG as principal for the performance of all obligations under this Agreement.

14. FAILURE TO PERFORM. If, at any time, in the opinion of STG, the College fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of the College to be performed, kept, and observed, STG may give the College written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon STG or its duly authorized representative may employ other parties or carry this Agreement to

completion as STG may deem proper.

15. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

16. DISPUTE RESOLUTION. Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

    If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

    Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

17. SEVERABILITY. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

18. WAIVERS. No waiver of default by STG of any terms or conditions hereof to be performed, kept, or observed by the College shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.

19. NOTICES. All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested and addressed to:

    "STG"
    Stanford Transportation Group LLC
    Gerald W. Bernstein, Managing Director
    236 West Portal Avenue, #359
    San Francisco, CA 94127

    "COLLEGE"
    Palo Verde College
    Donald G Wallace, Superintendent/President
    One College Drive
    Blythe, CA 92225

    Either party by written notice to the other party may change the address of the notice or the names of the persons or parties to receive written notices.

20. EXPENDITURE OF PUBLIC FUNDS. The College agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of $10,000

requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.

21. CAPTIONS. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

23. EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

STANFORD TRANSPORTATION GROUP LLC

By: _____
Gerald W. Bernstein, Managing Director

Date: February 2, 2015

Employer Identification Number 32-0238787

PALO VERDE COLLEGE

By: _____
Donald G. Wallace
Superintendent/President

Date: _____

Employer Identification Number 33-0833195

EXHIBIT A

Services shall be billed to "Stanford Transportation Group LLC" and become payable after satisfactory completion of services and upon presentation of an invoice(s) specifying services being provided. Invoices shall be sent to: STG, 236 West Portal Avenue, #359, San Francisco, CA 94127.

SERVICE TO BE PERFORMED	LATEST DATE TO BE COMPLETED BY	PAYMENT AMOUNT
Palo Verde College will develop and instruct a basic course in solar PV principles, applications, and installation delivered in the Spanish language. The proposed course will be 76 hours in length. Class sessions will be held twice per week February 18 (tentative) to March 26, 2015, with a dedicated installation through GRID Alternatives scheduled over two days during a seventh week. **The Payment Amount includes faculty, staff, equipment, supply, facility, GRID Alternatives and college fees.**	June 30, 2015	$18,100.00

The total amount paid under this Agreement shall not exceed $ 18,100.00 .