PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date: 4/14/15

☐	Consent
☒	Action
☐	Information

AREA: Business
RESOLUTION TITLE: GRID Contract

BACKGROUND:

This contract needs to be ratified but was part of the grant for the Spanish solar classes.

FISCAL IMPLICATIONS:

The cost of this contract is $2,500 if both sessions are held, but is covered by the grant.

RECOMMENDATION:

It is recommended that the board approve this contract.

Administrator Initiating Item: **Russi Egan**	**College Council/Full Admin Review Date:**

AGREEMENT FOR HANDS-ON PHOTOVOLTAIC INSTALLATION TRAINING
College of the Desert and GRID Alternatives

This Agreement is entered into this 24th day of February, 2015, between the **Palo Verde College**, hereinafter referred to as "**Palo Verde**", and **GRID Alternatives**, hereinafter referred to as "**GRID**". The purpose of this Agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities.

I. NATURE OF WORK:

Palo Verde is working with GRID to provide training and hands-on experience in the Blythe, CA area. This collaboration will enable GRID to provide training to Palo Verde's staff, students and/or job trainees (approximately 20 students) in photovoltaic ("PV") equipment installation.

II. RESPONSIBILITIES:

A. GRID's Responsibilities:

1. GRID agrees to conduct a training program consisting of one Volunteer Training Orientation via online webinar and 2 on-site solar electric installations over the period from 25 February 2015 to 1 May 2015 for Palo Verde students to gain hands-on experience with photovoltaic ("PV") equipment installation (Volunteer Training Orientation date: TBD; on-site solar electric installations: 24-25 March 2015 and 26-27 March 2015 in Blythe, CA).
2. GRID may reject or terminate the services of any student hereunder, as determined by its Regional Director, if the student is not qualified and acceptable for the training program, or if the student does not perform satisfactorily, or if GRID determines at any time that no suitable training opportunities are available. GRID will advise Palo Verde prior to taking such action.
3. GRID shall maintain required Federal, State, and local specialty licenses with respect to PV installations and take all measures to enable Palo Verde's staff and trainees to work on PV installations under GRID's supervision under such licenses.
4. GRID agrees to work collaboratively with Palo Verde to schedule class sessions and PV installations and make other arrangements as needed to be compatible with Palo Verde's training course schedule.
5. GRID agrees to supply Palo Verde staff and trainees with all tools and materials needed for on-site PV installations.
6. GRID agrees to provide supervision of Palo Verde's staff and trainees during each class session and PV installation, and manage, inspect, and coordinate all installation phases.
7. GRID shall, upon request, provide Palo Verde with letters indicating the hours of training received for employment reference and experience purposes.

8. GRID agrees to maintain such records and accounts, including property, personnel, and financial records, as reasonably deemed necessary by Palo Verde or by Palo Verde's funding sources to assure a proper accounting for all project funds, both Federal and Non-Federal sources. These records will be made available for audit purposes to Palo Verde, the funding source, the Comptroller General of the United States, or any authorized representative and will be retained for three (3) years after the expiration of this Agreement unless written permission to destroy them is granted by Palo Verde and Palo Verde's funding source.

B. Palo Verde Responsibilities:

1. Palo Verde agrees to provide a maximum of 20 qualified and acceptable students for the training program. GRID must be notified immediately in writing about any changes in the number of students. At no time will the number of students exceed the maximum written above.
2. Palo Verde agrees to provide, for each installation, a maximum of 12 students and/or job trainees to gain the knowledge and skills necessary to install PV Systems. One staff chaperone is permitted per each installation day.
3. Palo Verde shall ensure that its staff, students and/or job trainees involved in the PV installations have attended GRID Alternatives' Volunteer Training Orientations, have received and reviewed GRID Alternatives' Volunteer Handbook, have completed GRID's online Volunteer application, and have made transportation and other arrangements to get to the job site(s). Palo Verde acknowledges that no person who has not attended GRID Alternative's Volunteer Training Orientation will be allowed to participate in a collaborative installation.
4. Palo Verde shall ensure that its staff, students and/or job trainees involved in the PV installations meet GRID Alternatives age restrictions, and understand that specific activities on the installation may be limited due to physical health or other factors in order to ensure safety of the participants. Furthermore, Palo Verde recognizes that GRID staff have the authority to dismiss Palo Verde's staff, students, and/or job trainees from the job site if they are not following GRID's volunteer procedures, as described in GRID's Volunteer Handbook.
5. Palo Verde agrees to use good faith efforts to schedule staff, students and/or job trainees in the training program who have completed the Training Orientation to participate in each PV installation proposed by GRID, and to communicate proactively with GRID staff regarding the list of participants.
6. Palo Verde will pay GRID for the training program conducted by GRID for Palo Verde under this Agreement a fee of $1,250 per each two-day solar installation training. The total fee under this Agreement is $2,500. Payment shall be due in one lump sum after completion of the final solar electric installation.

C. Joint Responsibilities:

1. Palo Verde and GRID will collaborate in good faith to ensure alignment and coordination of State and local planning and implementation activities in order to

effectively and efficiently achieve the core goals of the training program plan, consistent with their respective roles under State law and policy.

2. This Agreement will be governed by and construed in accordance with the laws of the State of California.

3. Both Palo Verde and GRID agree to arbitration for resolution of disputes arising from the terms of this Agreement or performance hereunder. The prevailing party shall be entitled to expenses incurred thereby, including but not limited to reasonable attorney's fees and court costs.

   The parties will cooperate with one another in selecting the arbitrator within 60 days after notice of any dispute and will further cooperate in scheduling the arbitration to commence no later than 180 days from the date of notice of the dispute. If the parties are unable to agree upon a mutually acceptable arbitrator, the arbitrator will be appointed as provided for in California Code of Civil Procedure Section 1281.6.

   Upon Notice of a Party's demand for binding arbitration, such dispute submitted to arbitration, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by binding arbitration before the arbitrator, in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

   The arbitration will be conducted by the arbitrator in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the arbitrator is associated. Absent the existence of such rules and procedures, the arbitration will be conducted in accordance with the California Arbitration Act, California Code of Civil Procedure Section 1280 et seq. and California procedural law (including the Code of Civil Procedure, Civil Code, Evidence Code and Rules of Court, but excluding local rules).

   Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in Palm Desert, California.

   The arbitrator will have the authority to grant any form of equitable or legal relief a party might recover in a court action. Judgment on the award may be entered in any court having jurisdiction.

   The arbitrator must, in any award, allocate all of the costs of the binding arbitration, including the fees of the arbitrator and any expert witnesses, against the party who did not prevail. Until such award is made, however, the parties will share equally in paying the costs of the arbitration.

4. Palo Verde and GRID agree to comply with all Federal, State and Local statutes and regulations, as applicable to the performance of this Agreement.

5. Palo Verde and GRID will each appoint a key contact person for the oversight and implementation of this Agreement.

6. Palo Verde and GRID personnel will work together to share updates and status reports throughout the training program, but in no event less than quarterly upon written request.
7. Palo Verde and GRID agree to the following regarding Indemnification and Insurance:
   a) Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.
   b) GRID shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than $1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. In addition, GRID shall provide a volunteer accident policy that covers volunteers working on GRID Alternatives solar installations with a medical accident maximum limit of $250,000. Written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.
   c) The other party shall have the right to inspect GRID's original insurance policies upon request.
   d) Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.
8. Palo Verde and GRID agree that neither Palo Verde nor its students will be held liable should any damage occur to the homes or equipment used in the installations, except for damages arising out of their negligence or willful misconduct.

III. TERM OF AGREEMENT / TERMINATION.

This Agreement shall be effective from 25 February 2015 to 1 May 2015 or upon written termination by either party, whichever occurs first. Either party may terminate this Agreement upon 30-days written notice to the other party; provided that Palo Verde's obligations to make payment to GRID for services provided prior to such termination shall survive such termination.

IV. INDEPENDENT CONTRACTOR

Palo Verde acknowledges that the engagement of GRID's services hereunder is in the capacity of an independent contractor. Accordingly, it will not be treated as an employee for Federal tax purposes, for California State tax purposes, or for any other purposes and that no FICA (Social Security) payroll tax shall be withheld from payments to GRID by Palo Verde; no Federal Unemployment Insurance shall be paid by Palo Verde on account of GRID; no State or Federal income tax shall be withheld from the payment to GRID; neither State Disability Insurance nor State Unemployment Insurance shall be withheld or paid by Palo Verde on account of GRID and no Worker's Compensation Insurance has or will be obtained by Palo Verde on account of GRID for the task to be performed by GRID or GRID's employees.

Nothing in this Agreement is intended to create any partnership or fiduciary relationship and no party is authorized to act on behalf of the other.

V. SEVERABILITY.

If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VI. ENTIRE AGREEMENT.

This Agreement is the entire agreement between the parties and supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Palo Verde and GRID and contains all of 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 is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

VII. NOTICES.

Any written communication or notices between the parties shall be addressed to authorized representatives as listed below. The parties have executed this Agreement by the signatures of their authorized representatives on the dates indicated:

AGREED TO AND ACCEPTED:
Palo Verde College

Name: Donald Wallace
Title: Superintendent/President
Organization: Palo Verde College
One College Drive
Blythe, CA 92225
760-921-5499

Copy to: Russi Eagan
Chief Business Officer
Palo Verde College
One College Drive
Blythe, CA 92225
760-921-5524

Palo Verde

Donald J. Wallace
Signature
Name: Donald G. Wallace
Title: President

3-12-15
Date

Russi Egan
Signature
Name Russi Egan
Title: Chief Business Officer

3-9-15
Date

AGREED TO AND ACCEPTED:
GRID Alternatives

Name: A. Bambi Tran
Title: Inland Empire Regional Director
Organization: GRID Alternatives
1257 Columbia Ave, #D5
Riverside, CA 92507
btran@gridalternatives.org
951-471-7045

Copy to: GRID Alternatives
Cynthia Corrales, Workforce
& Volunteer Manager
1257 Columbia Ave, #D5
Riverside, CA 92507
ccorrales@gridalternatives.org
951-471-7043

GRID

Signature
A. Bambi Tran
Inland Empire Regional Director

Date