☐	Consent
☒	Action
☐	Information

PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES **Meeting Date: 8/11/15**
AGENDA ITEM REQUEST

AREA: Institutional Effectiveness
RESOLUTION TITLE: Consulting Agreement with Adam Lange Consulting, LLC

BACKGROUND:
In order to fully leverage the expansive capabilities of the Colleague Reporting & Operating Analytics (CROA) platform, Palo Verde College should invest in a focused set of training and consulting services. This proposal outlines a consulting agreement to provide tailored training to support the goals of internal self-sufficiency and long-term sustainability. Additionally, this proposal includes the installation and configuration of a custom Web Intelligence reporting suite to support enrollment management analysis and decision-making.

The goal of these proposed services is to better position Palo Verde College in meeting its analytical and reporting needs – at all levels of the institution – using the existing CROA platform.

This proposal is dependent upon the installation of the latest SAP BusinessObjects B1 4.1 platform.

FISCAL IMPLICATIONS:
Approximately $10,900.00.

RECOMMENDATION:
Be it resolved that Palo Verde Community College Board of Trustees ratifies the Statement of Work agreement with A. Lange Consulting, LLC to provide consultant services in the installation and configuration of a custom Web Intelligence reporting suite, and related training. The contract will be effective November 1, 2015 through June 30, 2016. Contract not to exceed $10,900.00.

Recommend approval.

Administrator Initiating Item:	College Council/Full Admin Review Date:
Dr. Sean Hancock	

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

AGREEMENT FOR CONSULTANT SERVICE

This AGREEMENT made this 1st day of November between:

CLIENT: **PALO VERDE COMMUNITY COLLEGE,** hereinafter referred to as the **"DISTRICT"**, having principal place of business at One College Drive, Blythe, California, 92225

and

CONSULTANT: **A. Lange Consulting, LLC** , hereinafter referred to as the **"CONSULTANT"**, having principal place of business at ***(list complete address/phone*** #):

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will be become effective November 1, 2015 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 2.0l. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of District. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District 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:

The project will include 40 hours of on-site training and consulting, during which the following topics will be addressed:

1) CROA SYSTEM MANAGEMENT: CROA architecture and overview, CROA best practices, Central Management Console, BusinessObjects 4.1 security, ODS refreshes, Refresh errors and reports, Adding new fields to an ODS transform, DataOrchestrator field operations, Working with multi-valued fields, Adding new transforms, Managing custom ODS content, Updating file suite transforms, Linked Universes, BusinessObjects Designer, Adding new fields to a Universe, SPT_* tables and ODS views, Dimensions vs measures, Contexts, Adding new tables and joins, Colleague Universe Orchestrator (CUO).

3) In coordination with other parties as needed, will establish a separate server for the new SAP BI 4.1 platform, install the SAP BI 4.1 software, and migrate all reporting content from SAP XI 3.1 to SAP BI 4.1.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Consultant, District agrees to pay Consultant as follows:

Remote services will be charged at a rate of $110/hour and on-site services will be charged at a rate of $125/hour. Palo Verde College will be billed for reasonable travel expenses incurred during the on-site visits. Travel time will not be billed.

COST ESTIMATE

Remote Consulting Services	$4,400.00
On-Site Training & Consulting Services	$5,000.00
Travel Expenses	$1,500.00
Total	$10,900.00

Invoices

Section 4.02. The 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. 30 days after receipt of invoice.

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 District 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 District.

Indemnification of Liability

Section 5.03. Consultant shall indemnify and hold District 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 District.

State and Federal Taxes

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

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

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

Termination by Consultant for Default of District

Section 6.03. Should District 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 District.

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 District 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.

DISTRICT:

PALO VERDE COMMUNITY COLLEGE DISTRICT

By: _____
(Signature)

Donald G. Wallace, Superintendent/President
(Name Typed or Printed & Title)

CONSULTANT: Adam Lange

COMPANY: A. Lange Consulting, LLC

By: _____
(Signature)

Adam Lange, Consultant
(Name Typed or Printed & Title)

_____
(SSN or Federal Tax ID Number)

(Revised 10/28/02)
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