PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date: 9/8/15

☐	Consent
☒	Action
☐	Information

AREA: Business
RESOLUTION TITLE: Jeremy Jones Consultant Contract

BACKGROUND:

Consulting services are needed to complete the final stages of the Open CCCApply implantation/live simulation and includes extracting and achieving all prior years of admissions applications from the XAP server.

FISCAL IMPLICATIONS:

The contract will require $3,200.00 in the current year. Which will result in savings in the future as the district will no longer be required to pay the CCCApply annual contract fees.

RECOMMENDATION:

It is recommended that the board approve this contract.

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

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

AGREEMENT FOR CONSULTANT SERVICE

This AGREEMENT made this 5th day of August, 2015 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 CONSULTANTS: **Jeremy Jones** , 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 August 5, 2015 and will continue in effect through June 30, 2016 (on an as needed basis) 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 venturer 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: Export/Achieve all admissions applications from previous years - XAP Data Export Project. Assist with deployment & live simulation of Open CCCApply.

Consultant shall have the right to refuse to perform specific requests by District to provide these services

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Consultant, District agrees to pay Consultant $80.00 per hour plus expenses as needed, not to exceed 40 hours

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

By: Russi Egan
(Signature)

Russi Egan, Chief Business Officer
(Name Typed or Printed & Title)

CONSULTANT:

COMPANY:

By: Jeremy S. Jones
(Signature)

Jeremy Jones
(Name Typed or Printed & Title

Please contact for this information
(SSN or Federal Tax ID Number)

(Revised 10/28/02)
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