AGREEMENT BETWEEN
NEEDLES UNIFIED SCHOOL DISTRICT
AND
THE PALO VERDE COLLEGE

This Agreement is made and entered into this day of October 1, 2012 by and between the NEEDLES UNIFIED SCHOOL DISTRICT (NUSD) and Palo Verde College (PVC).

WHEREAS, NUSD operates and maintains Needles High School, and

WHEREAS, NUSD and the PVC desire to provide educational services students of Needles High School and to the residents of Needles and surrounding area, and

NOW THEREFORE, for the consideration hereinafter set forth, NUSD engages and the PVC agrees to perform services for residents of Needles and surrounding area as set forth in this Agreement.

1. SERVICES PROVIDED BY PVC.

PVC shall offer vocationally-oriented classes or programs to be determined by the needs of the Needles community and surrounding area. NUSD will provide to PVC the use of the facilities at Needles High School, Needles, CA 92363.

2. TIME FOR PERFORMANCE.

PVC shall commence classes upon execution of this Agreement. Classes will be scheduled in accordance and in cooperation with the counselor and administration of Needles High School. Classes offered will depend upon enrollment and attendance figures. This agreement shall be reviewed annually and shall continue indefinitely or until either party contacts the other in writing requesting change or termination.

3. PVC RESPONSIBILITIES.

During the PVC use of the facilities, PVC will ensure that those rooms used at the Needles High School for classes are cleaned and properly maintained during the periods that classes are offered.

4. NUSD RESPONSIBILITIES.

NUSD shall provide reasonably available maintenance support of the facilities to ensure that services provided by PVC can be performed as stated in paragraph 1 under this Agreement.

5. FEES.

PVC shall agree to pay to NUSD the sum of TWENTY DOLLARS ($20.00) per class hour during the time each class meets at the facility. The fees are to cover any utility and maintenance costs incurred as a result of the facilities' use by PVC.

6. PERMITS AND RIGHTS OF ENTRY.

PVC shall be responsible for protection of public and private property and shall exercise due caution to avoid damage to such property. PVC shall indemnify and hold harmless the owner(s) of any private property entered upon from claims, actions, damages, and liabilities arising from death, personal injury, property damage, or other cause asserted or based upon any negligent act or omission of PVC, its employees, agents, consultants or invitees, relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement.

7. INDEMNIFY AND HOLD HARMLESS.

PVC agrees to and shall indemnify and hold NUSD, its officers, employees, and agents free and harmless from claims actions, damages, and liabilities arising from death, personal injury, property damage, or other cause asserted or, based upon any negligent act or omission of PVC, its employees, agents, consultants or invitees, relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of NUSD or any officer or employee of NUSD, its officers, employees, or agents other than the sole active negligence of NUSD, its officers, employees, or agents. As part hereto of the foregoing indemnity, PVC agrees to protect and to defend at its own expense, including attorney's fees, NUSD, its officers, and agents and employees from legal action based upon any negligent acts or omissions as stated herein.

8. INDEPENDENT CONTRACTOR.

It is understood that the contractual relationship of the PVC to NUSD is that of an independent contractor. PVC shall not be entitled to any rights, privileges, or benefits other than those identified in this Agreement.

9. WAIVER.

Any waiver by NUSD of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent breach of the same or of any other term hereof. Failure on the part of NUSD to require exact, full and complete compliance with any terms of this Agreement

shall not be construed as in any manner changing the terms hereof, or stopping NUSD from enforcement thereof.

10. NOTICES.

Any notices sent or required to be sent to either party shall be mailed to the following addresses:

NEEDLES UNIFIED SCHOOL DISTRICT
Attn:
1900 Erin Drive
Needles, CA 92363

PALO VERDE COLLEGE
Attn:
One College Drive
Blythe, CA 92225

11. TERM

This agreement shall continue indefinitely or until either party contacts the other in writing requesting change or termination. The contract shall remain in effect for at least ninety (90) days or until the completion of any training programs in progress subsequent to requested termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date shown below.

DATED: _____

NEEDLES UNIFIED SCHOOL DISTRICT

By: _____

Witness:

By: _____

DATED: _____

PALO VERDE COLLEGE

By: _____

Witness:

By: _____