



6500 Soquel Drive
Aptos, CA 95003

AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Agreement by and between **CABRILLO COMMUNITY COLLEGE DISTRICT** (referred to as District) and **CHABOT COLLEGE** (referred to as Contractor) for the scope of work described as *Collaborative Program Development in Green Technology and CTE Resource Support for the Bay Area Career Pathways Alliance*.

Contract documents under this agreement consist of this five-page description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in the Agreement.

1. **The Term of this Agreement** shall be from **December 1, 2009** to **June 30, 2010**, subject to the provisions of section 9.

2. **General Conditions**

a) *Relationship of the Parties:*

It is understood that this is an agreement by and between Contractor and District (two independent contractors) and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any other relationship whatsoever.

b) *Indemnification:*

Contractor shall indemnify, defend and hold the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement.

c) *Insurance*

Acceptance of this agreement constitutes that Contractor is not covered under District's general liability insurance and that Contractor agrees, during the term of this Agreement, to maintain, at the Contractor's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to District on request.

d) *Nonassignability:*

Contractor shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment

without such prior written consent in violation of this section shall automatically terminate this Agreement.

3. Equipment and Facilities

Contractor will provide all necessary equipment and facilities to render Contractor services pursuant to this Agreement unless the parties to this Agreement specifically agree in writing that said equipment and facilities were to be provided in a different manner.

4. Employment of Additional Workers by Contractor

Contractor will not be prohibited from employing additional workers or subcontractors necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The provisions of this Agreement are applicable to such Contractor's employees and/or subcontractors as they are to the Contractor.

5. Attorney Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which prevailing party may be entitled.

6. Governing Law

The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.

7. Contact with Students

Contractor certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Contractor and District grants written permission under defined conditions.

8. Withholding/Tax Reporting

District shall not withhold or set aside any money on behalf of the Contractor for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Contractor to account for all of the above. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

9. Changes or Alterations

This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are

authorized without the written consent of the District. Only the District President, Vice President of Business Services, or designee within their authority, as defined by District procedures, may authorize extra and/or changed work. The parties expressly recognize that other district personnel are without authorization to either order extra and/or changed work or waive contract requirements, and the Contractor, after any unauthorized extra work, shall be entitled to no compensation whatsoever for the performance of such work.

10. Termination

District may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In addition the District may terminate this agreement for the District's convenience and without fault, neglect, or default on the part of the independent contractor. In the event this Agreement is terminated for convenience, the District shall pay the independent contractor the actual direct costs incurred up to the time of termination, but not to exceed the contract amount.

11. Severability

In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

12. Work Product

Contractor hereby acknowledges that any work product including property rights belongs to either the District or the Granting Entity, and interest in it shall belong to the District or Granting Entity unless otherwise agreed to by the District in writing.

13. Contractor Information

Contractor Name: **CHABOT COLLEGE**

Mailing Address: **25555 HESPERIAN BLVD, HAYWARD CA 94545**

Primary Contact for this Contract: **DAWN GIRARDELLI**

Title: *Director, Off Campus Programs*

Business Phone: **(510) 723-6755**

Fax: *510-723-7082*

E-mail: *dgirardelli@ChabotCollege.edu*

Federal Tax ID Number:

**Contractor must provide a W-9*

14. **Payment:** Total cost of this Agreement will not exceed **\$5,000**. This amount is a fixed fee per deliverable as described in Exhibit A.

15. District obligations other than payment, if any: None.

16. Other Conditions

Payments to Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law.

17. Description of Services to be Rendered and Payment Terms

SEE EXHIBIT A

18. Signatures

CONTRACTOR

By: *Dawn Grandelli* Date: 3-9-10
Person with Primary Responsibility for Executing Contract

Dawn Grandelli, Director
Printed Name, Title

By: _____ Date: _____
Contractor Signature, College/District Approving Authority

Printed Name, Title

CABRILLO COMMUNITY COLLEGE DISTRICT

QuickTime™ and a
GIF compressor
are needed to see this picture.

By: _____ Date: January 15, 2010
Ahmad Mansur, BACPA Director

By: _____ Date: _____
Rock Pfothenauer, Dean CEED

By: _____ Date: _____
Shelley West, College/District Approving Authority

EXHIBIT A

CHABOT COLLEGE

Application B: CTE College Support

Objectives

Coordinate the implementation of career exploration summer camps and career fairs for middle school and high school students.

Deliverables

- Documentation of career fair and summer camps, including the number of participants, marketing materials, learning resources, satisfaction surveys, and schedule of activities.
- All documents must be submitted as files on a CD or uploaded to the BACPA website.

Submit a report documenting progress towards completion of the above objectives and deliverables in March 2010. Please describe progress made toward the completion of deliverables, how you have engaged stakeholders, and whether you are on schedule to complete the deliverables on time.

Invoice and Payment Schedule

50% of the total grant award will be paid in April upon submission of invoice and documentation/work products demonstrating satisfactory progress towards completion of the objectives and deliverables OR one payment upon completion of project by June 11th.

The first progress report and invoice is due March 26, 2010

The balance will be paid upon submission of a final project report including the deliverables specified above.

The final report is due on June 11, 2010.