



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is between the Butte-Glenn Community College District ("District") on behalf of its sponsored program California Corporate College ("CACC") and Las Positas College ("Contractor").

WHEREAS, District has entered into a Contract Instruction Agreement with Pacific Gas and Electric ("PG&E") for the purpose of providing services for the project entitled "PG & E PowerPathway Clean Tech Vehicle Program" ("Assignment"); and

WHEREAS, District is authorized and desires to assign partial performance of its responsibilities under the Assignment; and

WHEREAS, Contractor desires to enter into an agreement with District to perform the work described herein;

NOW THEREFORE, the parties agree as follows:

1. **Services.** Contractor shall provide the specific services, or accomplish specific tasks and objectives described on Exhibit A, Statement of Work ("SOW"), attached hereto and incorporated by reference herein.
2. **Term.** The term of this agreement shall commence on **January 12, 2010**, and terminate on **January 15, 2010**, unless otherwise terminated in accordance with paragraph 10, Termination.

Note: Contractor may not begin performing the Services until this Agreement has been signed by both parties.

3. **Payment for Services Provided.** The District shall pay Contractor for the performance of the Services set forth in this Agreement after delivery and acceptance by the District as set forth on Exhibit A, SOW, attached hereto and incorporated by reference herein.
4. **Independent Contractor.** District and Contractor agree that the Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as agents or employees of the District. Contractor agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of the District or of any of the entities that are directly or indirectly affiliated or associated with the District including but not limited to auxiliary organizations, student body organizations, or foundations. As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers' compensation benefits that may be required for itself or its employees. Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the District.
5. **Standard for Performance.**
 - A. Contractor shall, at all times during this Agreement, provide the Services within the standards of its profession.
 - B. Contractor warrants that the Services provided shall conform to the Contract.
 - C. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies.
6. **Mutual Indemnification.** To the fullest extent permitted by law, **Contractor** shall defend, indemnify, and hold harmless **District**, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the **Contractor**, its agents, employees, or subcontractors in the performance of this Agreement.

To the fullest extent permitted by law, **District** shall defend, indemnify, and hold harmless **Contractor**, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the **District**, its agents, employees, or subcontractors in the performance of this Agreement.

7. **Insurance.** Contractor, at its sole cost and expense, shall insure its activities in connection with this Agreement, and shall maintain during the term of this Agreement the following insurance coverage, limits of coverage, and other insurance requirements.
- A. Insurance Coverage and Minimum Limits
1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.
 2. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence with respect to the Contractor's owned, scheduled, non-owned, or hired automobiles.
 3. Workers' Compensation insurance, if applicable, as statutorily required by California State law.
 4. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim. This insurance coverage is required only when the District is contracting for the services of an accountant, attorney, physician, architect or similarly trained professionals.
- B. Other Insurance Provisions
1. The General Liability and Automobile Liability Insurance policies shall be endorsed to name the Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers as additional insureds with the following language:
Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers are hereby named additional insureds as their interest may appear.
 2. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice by certified mail to the District of cancellation, suspension, or any material change of the required insurance coverage.
 3. If any of the required insurance policies are written on a "claims-made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance.
 4. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it.
 5. The requirements in this paragraph shall not limit the Contractor's liability pursuant to paragraph 6, Indemnification, of this Agreement.
 6. If any part of this Contract is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors.
 7. Verification of Coverage. Prior to commencing Services under this Agreement, Contractor shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Agreement.
 8. Insurance coverage may be obtained through a policy of insurance, a program of self-insurance, through a Joint Powers Authority, or any combination thereof.
8. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under this Agreement to any third party without the prior written approval of the District. Contractor shall not subcontract any of the Services to be provided under this Agreement without the prior written approval of the District. If the District consents to such assignment or subcontract, the terms and conditions of this Agreement shall be binding upon any assignee or subcontractor.
9. **Amendment.** The parties may change this Agreement only through a written amendment signed by both parties.

10. Termination

- A. District may terminate this Agreement for convenience and without cause at any time by giving Contractor fifteen (15) days written notice of termination.
- B. A non-breaching party may terminate this Agreement for the failure of the other party to comply with this Agreement by giving that other party ten (10) days written notice of the failure to comply.
- C. District may terminate this Agreement immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
- D. Either party may terminate this Agreement for convenience at any time by giving the other party thirty (30) days written notice of termination.
- E. Upon termination Contractor shall be paid for services performed to the satisfaction of the District under this Agreement up to the date of termination.

11. **Nondiscrimination.** Contractor shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual orientation or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity, and affirmative action.
12. **Funds Unavailable.** District may cancel this Agreement if funds become unavailable for the support of the program for which the Services are provided.
13. **Property Rights.** District shall, at all times, retain ownership in and the rights to any creative works, research data, reports, design, recordings, graphical representations, or works of similar nature (Works) to be delivered under this Agreement. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title and interest to District.
14. **Notices.** Notices required or permitted under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, as follows: for the District, Vice President of Administration at 3536 Butte Campus Drive, Oroville, CA 95965; for the Contractor, at the address shown on the signature section of this Agreement.
15. **Audit.** District shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at Contractor's place of business.
16. **Records Retention.** Contractor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of this Agreement.
17. **Applicable Law/Remedies.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
18. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
19. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
20. **No Authority to Bind District.** Contractor has no authority to enter into contracts or agreements on behalf of the District. This Agreement does not create a partnership between the parties.
21. **Liability of District.** District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

22. **Compliance with Laws and Regulations.** Contractor shall keep informed of all laws and governmental regulations that may affect work. Contractor shall observe and comply with, and shall cause all Contractor's agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.
23. **Conflict of Interest.** Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between its family, business, or financial interests and its services under this Agreement, and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
24. **Terms and Conditions.** Contractor acknowledges that this Agreement includes the terms and conditions as printed and set forth herein and as attached hereto and that it has read the Agreement completely and shall fully comply with all terms and conditions.
25. **Certification.** Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies, and determines the means of delivering Services.
26. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services on the date specified with their signatures below.

DISTRICT

By: _____
 (Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski
 Title: Vice President of Administration
 Date: _____

CONTRACTOR

By: _____
 (Signature of person authorized to execute Agreement.)

Name: _____
 Title: _____
 Address: _____
 Phone No.: _____
 Date: _____

Federal Identification No. or Social Security No.: _____

 Recommended By:

Signature: _____
 (Signature of person recommending this Agreement for District approval.)

Name: Catherine Swenson
 Title: Initiative Director, Training & Development
 Address: PO Box 162641, Sacramento CA 95816
 Phone No.: 916-452-5668
 Date: _____



EXHIBIT A
STATEMENT OF WORK
TO
AGREEMENT FOR PROFESSIONAL SERVICES

This Statement of Work ("SOW") is made and entered into by and between Butte-Glenn Community College District ("District"), on behalf of its sponsored program California Corporate College ("CACC") and Las Positas College ("Contractor"), for the PG & E PowerPathway Clean Tech Vehicle Training program. This SOW incorporates by reference the terms and conditions of Agreement for Professional Services in effect between the District and Contractor ("Agreement"). In case of any conflict between this SOW and the Agreement, the Agreement shall prevail.

District and Contractor agree as follows:

1. Purpose and Objectives

- A. Participate in a multi-site training delivery for Pacific Gas & Electric.

2. Scope of Work and Deliverables

Contractor shall provide Services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

- A. Identify Trainer(s) who have a firm knowledge and experience in the automotive area. They must have also demonstrated the ability to teach participants in a corporate setting. They will also have demonstrated that they are willing to "own" materials created by a third party.
- B. Contract with Trainers
- C. Ensure the Trainers comply with training materials and dates (Train the Trainer and Training Delivery)
- D. Subcontract with CACC (Butte College)
- E. Facilitate Trainers travel to Train the Trainer, if applicable
- F. Invoice Butte-Glenn Community College District within 15 days of completion of training

3. Timeline and Period of Performance

The period of performance for this project will start on January 12, 2010 and the work tasks are estimated to continue through January 15, 2010.

4. Compensation and Payment

- A. The District shall pay Contractor for the performance of the Services set forth in this Agreement period, the sum of which is not to exceed **\$6,800**.
- B. Contractor will be paid upon completion of all Services on the following schedule:
- \$119 per instructional hour for Train the Trainer;
 - For each instructor, the Contractor will be paid two hours of administrator time at the rate of \$75 per hour and three hours of clerical time at the rate of \$25 per hour.
 - Reimbursed for all preapproved travel expenses (with receipts or copy of District Travel Claim) related to the Train the Trainer.

- C. To be paid, Contractor must submit an itemized invoice to District's Initiative Director, Catherine Swenson, who shall verify that the Services have been received and recommend payment thereof. The invoice must specify the Services provided, which must match the description in this SOW; the dates of and work performed during the billing period; and the specific dollar amount.
- D. Contractor shall assume all other expenses paid and incurred in connection with the performance of this Agreement and the District shall not be liable to Contractor for any other expenses. The payment terms specified herein, unless otherwise indicated and agreed to in writing by the Contractor and District, shall be the only obligation of the District.

5. Contractor Staff, Roles and Responsibilities

Contractor designated staff: Janice Noble, jnoble@laspositascollege.edu , 925-424-1324

6. District Staff, Roles and Responsibilities

District designated staff:

- A. California Corporate College Representative: Catherine Swenson at cswenson@cccwd.net or 916-452-5668
- B. California Project Coordinator: Barbara Maxey at maxeyba@yahoo.com or 530-228-4443
- C. California Contract Manager: Tessa Miley at mileyte@butte.edu or 530-879-4379

7. Additional Terms and Conditions Specific to this SOW: NA

IN WITNESS WHEREOF, the parties hereto, having read this SOW to Agreement for Professional Services and its Attachment in its entirety, do agree thereto in each and every particular.

DISTRICT

By: _____
 (Signature of person authorized to execute Agreement.)

 Name: Andrew B. Suleski
 Title: Vice President of Administration
 Date: _____

CONTRACTOR

By: _____
 (Signature of person authorized to execute Agreement.)

 Name: _____
 Title: _____
 Address: _____
 Phone No.: _____
 Date: _____

Recommended By:

By: _____
 (Signature of person recommending this Agreement for District approval.)

 Name: Catherine Swenson
 Title: Initiative Director
 Department: EWD, Training & Development
 Phone No.: PO Box 162641, Sacramento CA 95816
 Date: _____