



6500 Soquel Drive  
Aptos, CA 95003

## AGREEMENT WITH AN INDEPENDENT CONTRACTOR

**Contract Name: Chabot – Las Positas Community College, Chabot College - YEP - 2013 - Project Code 390**

Agreement by and between CABRILLO COMMUNITY COLLEGE DISTRICT (referred to as District) and **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, CHABOT COLLEGE** (referred to as Contractor) for the scope of work described as **Entrepreneurship Program Support**.

Contract documents under this agreement consist of this 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 **May 1, 2013** to **December 31, 2013**, subject to the provisions of section 10.
  
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 property & liability coverage and any other coverage required by law.

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.

e. **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.

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 will 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. District will be promptly notified in writing of any and all subcontracting under this Agreement and reserves the right to disapprove any subcontractor.

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. **Contractor Information**

Contractor Name: [Chabot-Las Positas Community College District, Chabot College](#)

Form of Business: [Educational Institution](#)

Mailing Address: [25555 Hesperian Blvd. Hayward, CA 94545](#)

Business Phone: [510-723-6600](#) Home or Mobile Phone: [510-723-6652](#)

E-mail: [tclark@chabotcollege.edu](mailto:tclark@chabotcollege.edu)

Contractor is Sole Proprietor: No

Social Security Number or Federal Tax ID Number: 94-1670563

Contractor must provide a W-9

Are you a current or former employee of the District? No

If yes, date last worked:

Are you related to any employee(s) of the District? No

If yes, please identify the individual(s):

**13. Payment**

Total cost of this Agreement will not exceed \$11,000.00

Is Contractor is to be reimbursed for expenses? No

**14. District obligations other than payment (list below if applicable)**

**15. Other Conditions**

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

**16. Description of Services to be Rendered and Payment Terms**

This contract is administered by the Business & Entrepreneurship Center (BEC) and Youth Entrepreneurship Program (YEP) at Cabrillo College and is intended to build upon and leverage previous contracts with Chabot College with the goal of providing support to expand entrepreneurial offerings on campus.

In connection with this agreement, Chabot College accepts the following:

**Service Requirements:**

Chabot College agrees to conduct the following activities throughout the duration of this agreement:

Activity	Deliverable	Timeframe	Amount
2-unit, ENTR-40 course	15 students enrolled	Fall 2013	\$3,000.00
Extreme Entrepreneurship Tour	Presented to 400 students	Oct 2013	\$5,000.00
Mini-Grant Marketing Stipend	7 programs promoted	Sep 2013	\$2,500.00
Pitch Competition Support	1 competition held	May 2013	\$500.00
		<b>TOTAL</b>	<b>\$11,000.00</b>

**Promotional Requirements:**

1. Chabot College will include the BEC and YEP as official sponsors of any entrepreneurship events, competitions, or workshops resulting from this contract by the Entrepreneurship Program at Chabot by including the BEC/YEP logos or name on its

entrepreneurship program website, brochure, and any press releases or marketing materials promoting the entrepreneurship program at Chabot.

**Reporting Requirements and Payment Terms:**

1. Chabot will provide a detailed report of class and event attendees served with BEC funding for reporting purposes to the California Community College Chancellor’s Office (CCCCO). Any information regarding youth entrepreneurs or participants is subject to strict privacy regulations set forth by the CCCCCO. Subject to these guidelines, both parties agree to safeguard any information received regarding students or young entrepreneurs.
2. Chabot College agrees to invoice The South Bay Business & Entrepreneurship Center and provide required reports of activities conducted with back-up documentation of actual expenses by the following deadlines:

<b>Activities Conducted</b>	<b>Reporting + Invoice Due Date</b>
May 1 - June 30	<b>July 27, 2013</b>
July 1 - September 30	<b>October 25, 2013</b>
October 1 - December 31	<b>January 27, 2014</b>

Unless specified otherwise in this section, payment terms are Net 30 days, computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices should be sent to the District contract originator for approval and forwarding to Accounts Payable.

The BEC and YEP at Cabrillo College accepts the following:

1. The BEC and YEP will provide funding to support the above activities at Chabot College. Support shall not surpass the timeframe defined within this contract Funding not to exceed \$11,000.00.
2. The BEC will provide up to 50 1-on-1 counseling hours to up to 15 entrepreneurship students. Support shall not exceed the terms of this contract.
3. The YEP, through its YEP-2-GO program, will provide up to 3 classroom visits from expert small business consultants and entrepreneurs to add further value to course offerings and resources. Support shall not exceed the terms of this contract.

17. **Signatures**

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Signature, Teresa Thomae, Director SBDC

\_\_\_\_\_  
Contractor Name (please print)

**CABRILLO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contract Originator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rock Pfothenauer, Dean CEED

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shelley West, Grants Finance and Budget Manager