COLLEGE of the DESERT

This agreement made and entered into this 29th day of May, 2014, by and between the ***DESERT COMMUNITY COLLEGE DISTRICT***, Riverside County, California, hereinafter referred to as the "District" and Palo Verde College hereinafter referred to as the "Contractor".

CONTRACTOR agrees to provide the DISTRICT the services enumerated in Section 6 of this Agreement under the following terms and conditions:

1. Services shall begin on, or about, the 9th day of June, 2014, and shall end on, or about, the 30th day of August, 2014. Contractor shall be paid $5,200 for services provided.

2. CONTRACTOR understands and agrees that he and/or all of his employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to CONTRACTOR'S employees.

3. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

4. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor per IRS Publication 15-A page 4, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.

5. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents. DISTRICT agrees to defend, indemnify and hold harmless the CONTRACTOR, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

6. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:

   The purpose of this agreement is to provide for logistical and instructional support to Palo Verde College as they implement community outreach, assessment, and training to prepare Blythe residents for potential employment in the utility-scale solar industry. An increase in training through the for-credit solar energy program at Palo Verde is being done in consultation with the Deputy Sector Navigator (DSN) for Advanced Transportation & Renewable Energy, and reflects a

planning process involving multiple agencies and responding to local workforce needs. Under this agreement, Palo Verde College shall:

- Conduct outreach and promotional activities for one or more Solar Photovoltaics courses to be offered during the fall. These activities may include the design, printing, and distribution of flyers, print advertising, radio advertising, or other effective means of outreach.

- Cover the expenses necessary for an adjunct instructor to travel from Coachella Valley to Blythe to conduct one six-week Solar Photovoltaics course during the summer months. These expenses may include lodging, meals, and mileage at rates to be agreed between Palo Verde and the instructor.

7. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

8. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

9. Payments will be made by the DISTRICT to the CONTRACTOR as follows: All invoices for services shall be presented to the District's Dean's Office for approval. Invoices will be forward to the Fiscal Services office for issuance of payment. Payment shall be made within 22 working days of presentation of invoice.

10. This agreement may be terminated by either party notifying the other, in writing, no less than thirty (30) days prior to the date of termination, unless both parties agree to an earlier notification.

COLLEGE of the DESERT

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly-authorized representatives on this date:

DESERT COMMUNITYCOLLEGE DISTRICT

_____ _____
Larry McLaughlin, Director Date

_____ _____
John Jaramillo, Dean Date
Applied Science and Business

_____ _____
Anna Davies, Executive Vice-President Date

_____ _____
Lisa Howell, Vice President of Administrative Services Date

Fed. ID #33-0535430

Contractor: Palo Verde College

Sheri Jones 5/30/14
Date

Sheri Jones
Vice President of Instructional Services
Palo Verde College
One College Drive
Blythe, CA 92225
760-921-5428

Date of Board Approval/Ratification: _____

Account Codes:
12-917-0101-0-7010-1402-5620