



Cerritos College

**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
NAPA VALLEY UNIFIED SCHOOL DISTRICT
ON BEHALF OF
VINTAGE HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

District Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 18, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Napa Valley Unified School District on behalf of Vintage High School**, (herein after referred to as "VHS" or "Sub-Contractor"), a high school with its principal place of business at 1375 Tower Avenue, Napa, CA 94558, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party 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 its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

**NAPA VALLEY UNIFIED SCHOOL DISTRICT
ON BEHALF OF VINTAGE HIGH SCHOOL**

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 21.0 SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**NAPA VALLEY UNIFIED SCHOOL DISTRICT ON
BEHALF OF VINTAGE HIGH SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice