

**PALOMAR COMMUNITY COLLEGE DISTRICT
AGREEMENT WITH INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between the Palomar Community College District, hereinafter called "District", and _____, hereinafter called "Independent Contractor".

RECITAL

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Independent Contractor represents that he/she is specially trained, experienced, and competent to provide such special services and to give the services called for by the Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Independent Contractor for the special services described herein.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by parties hereto as follows:

1. Services to be Performed

Independent Contractor hereby agrees to perform or provide special services and assistance as described in the Scope of Services hereto attached as Exhibit "A", and incorporated herein by reference, to the satisfaction of the District.

Independent Contractor shall keep District's representative, _____, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

2. Time of Performance

The services called for under this Agreement shall be provided by Independent Contractor during the period commencing on _____ and ending on _____. It shall be expressly understood by Independent Contractor that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Independent Contractor's performance hereunder.

3. Compensation

District shall pay to Independent Contractor for services rendered pursuant to this Agreement in the sum of _____. District shall not be liable for any costs or expenses paid or incurred by Independent Contractor in performing services for the District, unless specific exception is provided herein.

4. **Payments.**

Independent Contractor shall submit invoices to District on a monthly basis showing specific services provided and expenses incurred. Such invoices are due and payable within thirty (30) days of receipt by District or as normally provided by the processing schedule of the District, whichever is longer.

Independent Contractor agrees and acknowledges it is an Independent Contractor's sole responsibility to report as income all compensation received from District, and to make the requisite tax filing and payments to the appropriate federal, state, and local tax authorities.

5. **Employment of Independent Contractor**

Services are performed as an independent contractor and not as an employee of District. Independent Contractor shall be under the control of District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

Independent Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents and employees in performing services pursuant to this agreement.

6. **Administration of Agreement**

This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

District:

Designated District Representative

Palomar Community College District
1140 West Mission Road
San Marcos, CA 92069

Contractor:

Project Representative

Address

City, State, Zip Code

7. **Termination of Contract**

This Agreement may be terminated by either party with or without cause and for any or no reason upon ten (10) day written notice to the other party as listed above.

8. **Hold Harmless and Indemnification**

Independent Contractor agrees to indemnify and to hold free and harmless District, its officers, agents and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this agreement.

9. **Workers' Compensation Insurance**

Independent Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance as required under California law, covering any employees or agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Independent Contractor participating under this agreement, INDEPENDENT CONTRACTOR agrees to defend and hold harmless the District from such claim.

Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation.

10. **Insurance**

Independent Contractor, at Independent Contractor's expense, shall carry adequate liability insurance to fully protect the Independent Contractor and District from any and all claims of any nature, which may arise from the Independent Contractor's actions pertaining to this agreement. District recommends a minimum of \$500,000.00 Single Limit of Liability, with an aggregate of at least \$500,000.00, with the District named as an additional insured, with a certificate of additional insured to District.

Should Independent Contractor ever operate their owned, private automobile during the performance of this agreement, Independent Contractor shall obtain and carry at least \$100,000/\$300,000 single limit liability coverage, naming the District as an additional insured and furnishing a certificate evidencing this coverage to District prior to operating said automobile under this agreement.

11. **All Information & Work Product To Be Owned by District**

District will prepare and furnish to Independent Contractor upon request such information as is reasonably necessary for the performance of Independent Contractor under this Agreement. All information provided by District, and all information, data, documentation, reports, recommendations, correspondence, and other writings generated by Independent Contractor from its own efforts or from others not a part hereto, shall belong exclusively to the District. In addition, District shall own any and all intellectual property rights to materials and writings, tapes, tape recordings, video, audio, and any other tangible things, developed, produced or generated by Independent Contractor and/or its agents while performing services under this agreement.

12. **No Assignment**

Independent Contractor may not assign its rights or delegate its duties under this agreement, to others.

13. **Comply With All Laws**

Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances.

14. **Work for Other Public Agencies- Disclosure.**

District acknowledges that Independent Contractor may at various times perform services for other public agencies with jurisdiction over some of the same territory as District and for certain private parties within the boundaries of District. Independent Contractor agrees to make appropriate disclosure of such relationships and the parties agree that nothing in this Agreement is intended to

imply that Independent Contractor is a "public official", "participating in a governmental decision" or has a "financial interest" as such terms are used in California Government Code Section 87100.

15. **Choice of Law & Attorney Fees**

District and Independent Contractor agree that the law of the State of California shall apply to this agreement; that any action to enforce or interpret the terms hereof shall be commenced and maintained in the Courts of the State, County of San Diego; and in any such action or proceeding the prevailing party therein shall be entitled to recover, in addition to any other award of judgment, its attorney's fees and costs incurred therein, including expert witness fees and costs.

16. **Entire Agreement**

This Agreement contains the entire agreement of the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be amended, modified, assigned, revised or supplemented in any way by Independent Contractor, except in a writing signed by Independent Contractor and District.

AGREEMENT OF INDEPENDENT CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Palomar Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my services.

Date: _____

By: _____
Signature

Tax I.D./SS# _____

APPROVED: This document certifies that I and my assigns have reviewed the appropriate procedural guidelines pertinent to determination of independent contractor status, completed and attached the Employee-Employer Questionnaire and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

PALOMAR COMMUNITY COLLEGE DISTRICT

Signature/Authorized Requestor/Supervisor

Date

Executed on behalf of Palomar Community College District

Carmen Coniglio, Senior Director
Fiscal Services, Finance & Administrative Services

Date

EXHIBIT 'A'

SCOPE OF SERVICES TO BE PROVIDED

All of the following information must be provided and completed before a professional services agreement can or will be executed. Additional information can be provided on company letterhead or attachments. Further clarifications may be required for incomplete responses.

Detail and describe in full, the exact type, nature and professional services to be provided:

[illegible]

Independent Contractors' fee. Clarify if fee is for total project, hourly, or fixed price. Include on a separate line any reimbursable.

Time of performance. Detail the time of performance from start to finish for project.
