

**Yuba Community College District  
AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Yuba Community College District, a community college district of the State of California (hereinafter referred to as "DISTRICT") and \_\_\_\_\_, hereinafter, referred to as "CONTRACTOR" (collectively "Parties").

**RECITALS**

WHEREAS, pursuant to Yuba Community College District Administrative Procedure 6345 specified DISTRICT employees have the duty to engage independent contractors to perform sundry services for the DISTRICT, with or without the furnishing of material;

WHEREAS, the DISTRICT desires to engage CONTRACTOR for the purpose of performing services described in this Agreement; and

WHEREAS, CONTRACTOR has represented to the DISTRICT that CONTRACTOR is knowledgeable and qualified in the skills required for services to be provided under this Agreement, CONTRACTOR is properly licensed or certified to perform these services, and covenants that CONTRACTOR is capable of performing the services required under this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

**1. SCOPE OF WORK.**

In consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for the DISTRICT in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and incorporated herein by this reference. CONTRACTOR may determine the methods, details, and means of performing the services. The DISTRICT shall not have the right to, and shall not, control the manner or determine the method by which CONTRACTOR accomplishes these services. CONTRACTOR agrees to perform the services required herein with that standard of professional care, skill, and diligence normally provided in the performance of similar services.

**2. TIME IS OF THE ESSENCE; DELAYS.**

CONTRACTOR agrees that time is of the essence and CONTRACTOR shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. CONTRACTOR shall notify the DISTRICT promptly of any expected delay in the performance of services under this Agreement. CONTRACTOR shall not be liable for delays in performance beyond their reasonable control.

**3. PAYMENTS.**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," the DISTRICT shall make payment to CONTRACTOR in the manner and amount specified in Exhibit "A."

**4. TAXES.**

CONTRACTOR agrees that CONTRACTOR has no entitlement to any future work from the DISTRICT or to any employment or fringe benefits from the DISTRICT. Payments made to CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The DISTRICT will not withhold any money from CONTRACTOR's compensation for payment of taxes or benefits. Specifically, the DISTRICT will not withhold FICA (social security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance premiums. CONTRACTOR is independently responsible for the payment of all applicable taxes and will indemnify, defend, and hold the DISTRICT harmless from any tax consequences.

**5. EXPENSES AND EQUIPMENT.**

CONTRACTOR is solely and fully responsible for all costs and expenses incident to the performance of the services, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the services. If the DISTRICT furnishes any goods, materials, or other equipment to CONTRACTOR, CONTRACTOR assumes complete liability for those goods, materials, or other equipment. CONTRACTOR agrees to pay DISTRICT the repair or replacement costs for such goods, materials, or other equipment not returned to the DISTRICT in a satisfactory condition, as solely determined by the DISTRICT.

**6. INDEPENDENT CONTRACTOR STATUS.**

In performing services under this Agreement, CONTRACTOR shall be deemed and act as an independent contractor. CONTRACTOR understands and agrees that neither CONTRACTOR nor any of CONTRACTOR's employees, consultants, or subcontractors shall be considered officers, employees, or agents of the DISTRICT, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the DISTRICT or to which the DISTRICT's employees are normally entitled, including but not limited to worker's compensation or unemployment benefits. CONTRACTOR further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. To the fullest extent provided by law, CONTRACTOR agrees to defend, indemnify, and hold the DISTRICT harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of CONTRACTOR's employees, agents, or representatives (as independent contractors) who provide services under this Agreement. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods for performing the services described in Exhibit "A." All of CONTRACTOR's activities will be at its own risk and CONTRACTOR is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. CONTRACTOR assumes full responsibility for the acts or omissions of CONTRACTOR's employees, officers, agents, consultants, and subcontractors as they relate to the services to be provided under this Agreement. CONTRACTOR shall perform all services under this Agreement in a skillful,

competent, and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and warrants that all of CONTRACTOR's employees, officers, agents, consultants, and subcontractors shall have sufficient skill and experience to perform the services described in Exhibit "A." CONTRACTOR further represents and warrants that CONTRACTOR and all of CONTRACTOR's employees, officers, agents, consultants, and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services described in Exhibit "A," and that all such licenses, permits, and approvals shall be maintained throughout the term of this Agreement.

**7. NON-ASSIGNABILITY.**

CONTRACTOR shall not assign or transfer any interest in this Agreement or any portion thereof to a third party without the prior written consent of the DISTRICT. The DISTRICT may automatically terminate this Agreement if CONTRACTOR makes any purported assignment without the DISTRICT's prior written consent.

**8. TERM OF AGREEMENT & TERMINATION.**

This Agreement shall be in effect from \_\_\_\_\_ through \_\_\_\_\_, as specified in Exhibit "A". The DISTRICT may terminate this Agreement at any time by written notification to CONTRACTOR at the address below. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CONTRACTOR shall be paid for all undisputed work or services provided through the date of termination. Upon termination, CONTRACTOR shall provide the DISTRICT with all documents, including final or draft documents, produced or collected by CONTRACTOR related to the services set forth in this Agreement. The DISTRICT may then proceed with the work in any manner the DISTRICT deems proper.

**9. LIMITATION OF LIABILITY.**

The DISTRICT's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Exhibit "A." Notwithstanding any other provision of this Agreement, in no event shall the 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 or revenue, arising out of or in connection with this Agreement or with the services performed in connection with this Agreement.

**10. HOLD HARMLESS AND INDEMNIFICATION.**

To the furthest extent permitted by California law, CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT, its trustees, officers, agents, employees, and volunteers from and against any and all losses, claims, suits, actions, costs, and expenses of every name, kind, or description, arising out of any liability or claim of liability for personal injury, bodily injury (including death) to any person, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claims") sustained or claimed to have been sustained arising out of any act or omission of CONTRACTOR or CONTRACTOR's performance of this Agreement, including by CONTRACTOR's employees, officers, agents, consultants, and subcontractors, whether or not such activities are authorized by this Agreement. CONTRACTOR further agrees to defend, indemnify, and hold harmless the DISTRICT, its trustees, officers,

agents, employees, and volunteers from and against any and all Claims arising out of any failure to withhold or pay to the government income or employment taxes from earnings under this Agreement. CONTRACTOR shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by the act or omission of CONTRACTOR or any of CONTRACTOR's employees, officers, agents, consultants, or subcontractors. CONTRACTOR acknowledges and agrees that the DISTRICT has no responsibility or liability whatsoever for any of CONTRACTOR's or its employees, officers, agents, consultants, or subcontractors property placed on the DISTRICT's premises. CONTRACTOR further agrees to waive rights of subrogation against the DISTRICT. This section does not apply to injuries, damages, or losses for which the DISTRICT has been found in a court of competent jurisdiction to be solely liable by reason of its own gross negligence or willful misconduct. This section shall survive the termination or expiration of this Agreement.

**11. INSURANCE.**

Insurance requirements are attached as Exhibit "B."

**12. NON-DISCRIMINATION.**

**A. General.** No person shall, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, marital status, sexual orientation, age, physical or mental disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

**B. Employment.** CONTRACTOR shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all of its employees. CONTRACTOR's personnel policies shall be made available to the DISTRICT upon request.

**C. Complaints and Investigations.** CONTRACTOR will fully cooperate with DISTRICT and comply with all applicable laws and DISTRICT and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including CONTRACTOR producing its directors, trustees, officers, agents, employees, and contractors for investigative interviews as deemed necessary by DISTRICT.

**13. SOLE PROPERTY OF THE DISTRICT.**

Any system, material, or documents which CONTRACTOR its employees, officers, agents, consultants, or subcontractors develop, produce, or provide under this Agreement shall become the sole property of the DISTRICT. Notwithstanding any other provision herein, any intellectual property discovered or developed by CONTRACTOR its employees, officers, agents, consultants, or subcontractors in the course of performing or otherwise as a result of its work hereunder shall be the sole property of the DISTRICT. The DISTRICT shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use such property in any manner desired.

**14. REGISTRATION FOR PUBLIC WORKS.**

If CONTRACTOR is performing a public work, as defined by California Labor Code Section 1720, CONTRACTOR must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any services under this Agreement.

**15. EXPENDITURE OF PUBLIC FUNDS.**

CONTRACTOR agrees to comply with Government Code Section 8546.7, which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

**16. CONFIDENTIAL INFORMATION.**

In performing its duties hereunder, CONTRACTOR may from time to time gain access to confidential or proprietary information and records, including but not limited to student record information as defined by 20 USC section 1232g, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information (“Confidential Information.”). The Parties agree that such access is not a provision or conveyance or disclosure to CONTRACTOR of student record information in violation of section 1232g or of any similar state law.

CONTRACTOR acknowledges that any disclosure to any third party or any misuse of Confidential Information may irreparably harm the DISTRICT. Accordingly, CONTRACTOR will not disclose or use, either during or after the term of this Agreement, any Confidential Information of the DISTRICT without the DISTRICT's prior written permission or unless otherwise required by law. CONTRACTOR further agrees that if in the performance of its duties it does obtain such access to Confidential Information, it shall refrain from any removal, use or disclosure to any third person of such Confidential Information and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such Confidential Information.

CONTRACTOR will promptly notify the DISTRICT if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. CONTRACTOR agrees to return all copies of Confidential Information to the DISTRICT upon expiration or termination of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

**17. COMPLIANCE WITH THE LAW.**

CONTRACTOR agrees to perform the services contemplated by this Agreement in compliance with all Federal and State laws or regulations governing the services to be rendered pursuant to this Agreement, including, but not limited to, all applicable provisions of the Americans with Disabilities Act (“ADA”).

**18. ENTIRE AGREEMENT & MERGER CLAUSE.**

This Agreement, including Exhibits "A" and "B" attached hereto and incorporated herein by reference, constitute the sole agreement of Parties hereto and correctly states the rights, duties and obligations of each Party. Any prior agreement, promises, negotiations, or representations between the Parties, whether oral or written, not expressly stated in this Agreement or Exhibits are not binding. All subsequent modifications shall be in writing and signed by both the CONTRACTOR and the DISTRICT Chief Business Officer. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any schedule, Exhibit or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

**19. SEVERABILITY.**

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable, the balance of the Agreement shall nevertheless remain in full force and effect.

**20. NOTICES.**

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a party hereto on the date personally delivered to the other party or on the date sent by certified mail, return receipt requested. Notice shall be given to the person at the address specified below.

**21. GOVERNING LAW/VENUE.**

This Agreement, including all of its terms and provisions, shall be governed by and construed in accordance with the laws of the State of California. CONTRACTOR and the DISTRICT agree that any action brought to enforce this agreement, or any other dispute or claim arising under this Agreement between CONTRACTOR and the DISTRICT, shall be brought in the Yuba County Superior Court.

**22. MEDIATION AND BINDING ARBITRATION.**

The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration. Either Party may demand the commencement of mediation. Mediator or related fees, if any, shall be divided equally among the Parties. If a controversy or claim remains unresolved after mediation, CONTRACTOR and DISTRICT agree that all disputes between the Parties shall be resolved through binding arbitration in Yuba County, California, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in existence, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this section shall survive the termination or expiration of this Agreement.

**23. ATTORNEYS' FEES.**

In the event of any dispute or litigation between CONTRACTOR and the DISTRICT arising out of or relating in any manner to this Agreement, including the necessity of either party to defend any action that has been covered hereby or to prosecute any action to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses incurred in connection therewith, including reasonable attorneys' fees, and any

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judgment, decision, or award rendered shall specifically include such reasonable costs, expenses, and attorneys' fees awarded to the prevailing party.

**24. COUNTERPARTS.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

\_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contractor's Company Name

\_\_\_\_\_  
Cell Number

\_\_\_\_\_  
Contractor's Company Address

\_\_\_\_\_  
Contractor's Industrial Relations No.

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
License Expiration Date

\_\_\_\_\_  
Email Address

AFS #: \_\_\_\_\_ Funding Source/GL code: \_\_\_\_\_ Req #: \_\_\_\_\_

AGREEMENT FOR SERVICES COMPANY NAME:

\_\_\_\_\_

YUBA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Approved by Board of Trustees

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



### **Exhibit "B" Insurance Requirements**

CONTRACTOR is required to submit to the DISTRICT with the Agreement Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein shall be endorsed with specific language naming the DISTRICT, its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the DISTRICT in this Agreement and shall specify that insurers will give the DISTRICT thirty (30) days prior written notice of non-renewal or cancellation. CONTRACTOR will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT. The CONTRACTOR's provision of the required insurance hereunder shall not act as a potential limitation on CONTRACTOR's liability.

CONTRACTOR shall, at its own cost and expense, procure and maintain in force, throughout the term of this Agreement, insurance as follows:

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that CONTRACTOR has employees as defined by the California Labor Code (applicable only if the CONTRACTOR plans to employ workers in carrying out the scope of work). In addition, CONTRACTOR shall require any and every subcontractor to procure and maintain Workers' Compensation and Employer's Liability Insurance in the limits described above.
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement. If CONTRACTOR or CONTRACTOR's employees, officers, agents, consultants, or subcontractors will use personal automobiles in any way on this project, CONTRACTOR shall obtain evidence of personal automobile liability coverage for each such person.
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by CONTRACTOR or any of CONTRACTOR's employees, officers, agents, consultants, or subcontractors, and with any deductible not to exceed \$25,000 each claim. (Required only if the following blank is checked \_\_\_\_\_.)

AFS #: \_\_\_\_\_ Funding Source/GL code: \_\_\_\_\_ Req #: \_\_\_\_\_

Each policy required herein shall be primary to any other insurance or self-insurance available to the DISTRICT, its officers, agents, employees and volunteers, and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

CONTRACTOR is solely responsible for the payment of or costs associated with any deductibles or self-insurance retentions. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the DISTRICT's option, result in a declaration of material breach and immediate termination of this Agreement by the DISTRICT. Alternatively, the DISTRICT may purchase or obtain the required insurance coverage and, without further notice to the CONTRACTOR, may deduct from sums due to the CONTRACTOR any premium or other costs advanced by the DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

AFS #: \_\_\_\_\_ Funding Source/GL code: \_\_\_\_\_ Req #: \_\_\_\_\_

**[Insert W9 Form]**  
**[Insert Certificate of Insurance Form]**