

INDEPENDENT CONSULTANT AGREEMENT FOR SHORT-TERM SERVICES
(_____)

This Independent Consultant Agreement for Short-Term Services ("Agreement") is made and entered into as of the _____ day of _____, 20____, by and between the Imperial Community College District ("District") and _____ ("Vendor"), (together, "Parties").

AGREEMENT TERMS

1. **Services.** Vendor shall provide the services described as follows:

_____("Services").

2. **Term.** Vendor shall commence providing services under this Agreement on _____, 20____, and will diligently perform as required and complete performance by _____, 20____, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the District's Governing Board. Any Services performed by Vendor in advance of Board approval or ratification will be provided at the Vendor's risk.

4. **Submittal of Documents.** Vendor shall not commence the Services under this Agreement until Vendor has submitted and District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement, including signed Workers' Compensation Certification at §8
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
_____	Other: _____

5. **Compensation.** District agrees to pay Vendor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). Fee is inclusive of any and all materials, equipment, costs, or expenses paid or incurred by Contractor in performing the Services. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to District for services satisfactorily performed.

6. **Independent Contractor.** Vendor, including all employees, in the performance of this Agreement, shall be and act as an independent contractor and are not entitled to benefits of any kind or nature provided to employees of District and/or to which District employees are entitled. Vendor represents and warrants that: (i) Vendor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) Vendor's Services are outside the usual course of District's business; and (iii) Vendor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services. Vendor 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 Vendor's employees.

7. **Performance of Services.**

7.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

7.2. **Certificates/Permits/Licenses/Registration.** Vendor and all Vendor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement. By signing this Agreement, Vendor represents and warrants that Vendor and all Vendor's employees

or agents have obtained and completed all certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services.

8. Worker's Compensation Certification.

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certification must be signed and filed with District prior to performing any Services under this Agreement.)

9. **Termination.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Termination is effective immediately upon notice to Vendor. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

10. **Indemnification.** To the furthest extent permitted by California law, Vendor shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Vendor ("Claim(s)"). Vendor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Vendor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

11. **Insurance.** Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District. Before performing any portion of the Services, Vendor shall provide all required proof of insurance and certificates acceptable to District.

- 11.1. Certificates and insurance policies shall include: (a) an endorsement stating coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, to District; (b) an endorsement stating District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under the Commercial General Liability Insurance policy; (c) an endorsement stating Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.; (d) an endorsement stating there shall be a waiver of any subrogation against the

District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , written on an occurrence form and including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$ 1,000,000

- 11.2. **Commercial General Liability.** Commercial General Liability Insurance that shall protect Vendor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)
- 11.3. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services in accordance with provisions of section 3700 of the California Labor Code. Vendor shall complete the Worker's Compensation Certificate attached hereto as **Exhibit B**.
12. **Employment with Public Agency.** To the extent applicable to Vendor's employee status with other public agencies, Vendor, if an employee of another public agency, agrees that Vendor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
13. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall 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 for the services performed in connection with this Agreement.
14. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
15. **Compliance with Law and Governing Law.** Vendor shall observe and comply with all rules and regulations of the Governing Board of District and all federal, state, and local laws, ordinances and regulations. This Agreement shall be governed by and the rights, duties and obligations of the Parties as determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County, California.
16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: _____, 20____

Imperial Community College District

By: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

FOR PURPOSES OF NOTICE TO DISTRICT

ATTN: _____

ADDRESS: _____

EMAIL: _____

FOR PURPOSES OF NOTICE TO VENDOR

ATTN: _____

ADDRESS: _____

EMAIL: _____

Information regarding Vendor:

License No.: _____

Registration No.: _____

Telephone: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Vendor to furnish the information requested in this section.

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