

Purchasing & Contract Services

# DISTRICT CONTRACT AGREEMENT

**(Independent Contractor, Special or General Services)**

This Contract Agreement is entered into this day of *,* 20  by and between **san Joaquin Delta COMMUNITY College** **DISTRICT** (referred to as **District**) and (referred to as **Service Provider.)**

The purpose of this contract agreement is to provide        services to the District as described herein in detail within the scope of services section. The contract documents under this agreement consist of terms and conditions as well as the nature of services to be provided, accompanied by authorized signatures of both parties. Attach specifications, drawings, or proposals intended to be included in the Agreement as exhibits. The agreement shall be amended only in writing, signed by both Parties.

Therefore in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

1. **Scope of Services - Detailed Description of Services to be Rendered :** [In detail, describe the Services to be performed and work product to be delivered to District by Contractor, identifying the program or project, if applicable; the need for the Services; what will be done; specific tasks or objectives to be accomplished; how it will be done; and any deliverables (such as reports, analyses, designs)attach additional detail or proposals as necessary].

1. **The Term of this Agreement** shall be from  to  , subject to the provisions of section 9. Per Public Contract Code 81644 & 81645 Contracts cannot exceed 3 years for materials & supplies; 5 years for services.
2. **Payment:**

Number of payments     @ $      Or lump sum, for a total contract amount not to exceed $

1. **Payment Terms:** Unless specified otherwise in this section, payment terms are Net 30 days, computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices must be sent to the District’s Accounts Payable Department, San Joaquin Delta College, 5151 Pacific Avenue, Stockton, CA 95207 with a reference to the Contract and purchase order number.

## General Conditions

* 1. ***Relationship of the Parties:***
		1. It is understood that this is an agreement by and between Service Provider and District and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any other relationship whatsoever.
	2. ***Indemnification:***
		1. To the fullest extent permitted by law, the Service Provider shall indemnify, defend  and hold harmless the Indemnified Parties who are the District and District’s Board of Trustees (including each individual member of the District’s Board of Trustees), officers, employees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities, judgments, awards and/or decrees  for: (i) injury or death of Service Provider’s employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part , to the negligent, reckless or willful acts , omissions, errors and/or other conduct of Service Provider and/or Service Provider’s officers, directors,  employees, sub Service Providers, subcontractors, agents and representatives in performing or providing any of the obligations, services or other work  contemplated under this Agreement.  The foregoing shall include without limitation, the reasonable attorneys’ fees and costs, including expert witness fees, incurred by the Indemnified Parties.   District shall have the right to accept or reject any legal counsel that Service Provider proposes to defend the Indemnified Parties or conduct its own such defenses if it chooses to do so.   Service Provider’s indemnity obligations shall not be restricted nor limited to insurance proceeds, if any, received by the Indemnified Parties and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability, judgment, award or decree covered by the provisions hereof is barred by the applicable Statute of Limitations.
	3. ***Insurance:***

Acceptance of this agreement constitutes that Service Provider is not covered under District’s general liability insurance or the Workers Compensation Program, and that Service Provider agrees, as applicable to the scope of work being performed, during the term of this Agreement, to maintain, at the Service Provider’s sole expense, all necessary insurance, including but not limited to worker’s compensation, liability, disability, and unemployment insurance. Certificates of insurance and endorsement document shall be provided to District on request, naming San Joaquin Delta College, its officers, employees, agents and project managers as additional insured with the following limits. $1,000,000 single and $2,000,000 aggregate occurrences.

* 1. ***Nonassignability:***
		1. Service Provider shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
	2. ***Copyright***
		1. Service Provider hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or service mark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing between both parties. Service Provider shall refrain from disclosing any versions of the work product, plans, and specifications to any third party without first obtaining written permission of District. Service Provider performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
1. **Equipment and Facilities:** Service Provider will provide all necessary equipment and facilities to render Service Provider services pursuant to this Agreement unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.

## Employment of Additional Workers by Service Provider: Service Provider will not be prohibited from employing additional workers or sub Service Providers necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The provisions of this Agreement are applicable to such Service Provider’s employees and/or sub Service Providers as they are to the Service Provider. District will be promptly notified in writing of any and all subcontracting under this Agreement and reserves the right to disapprove any sub Service Provider.

## Attorney Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which prevailing party may be entitled.

## Governing Law: The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.

## Contact with Students: Service Provider certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Service Provider and District grants written permission under defined conditions. In addition Service Provider must comply with the campus sex offender registration guidelines, which requires certain sex offenders to register with the Police Departments on campuses of universities, colleges, community colleges, or other institutions of higher learning, per Penal Code Section 290.01.

## Withholding: Payments to Service Provider pursuant to this Agreement will be reported to taxing authorities in accordance with federal and state requirements.

 The District and/or the Delta College Foundation is required to withhold from all payments or distributions of CA source income made to a non-California resident when the payments or distributions are greater than $1,500 for the calendar year unless the withholding agent receives an exemption (form 590) or waiver or reduced withholding rate (form 588) from the vendor or Franchise Tax Board.  The Service Provider must submit Franchise Tax Board California Form 588 or Form 590 if applying for a waiver or are exempt from this requirement.  Please see the Franchise Tax Board website for further requirements, rules and exceptions. Forms 588 and 590 are located in the Contracts Office web site

 District shall not withhold or set aside any money on behalf of the California resident Service Provider for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of CA resident Service Provider to account for all of the above. The provisions of this section shall not apply if it is determined by the District that payment must be made through Payroll in compliance with IRS guidelines.

## Changes or Alterations: This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized without the written consent of the District.

## Termination: District may terminate this Agreement with a written notification of at least 15 working days advance notice and be relieved of the payment of any consideration to Service Provider should Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided.

In the event of such termination, District may proceed with the work in any manner deemed proper by District. The cost to District shall be deducted from any sum due Service Provider under this Agreement, and the balance, if any, shall be paid Service Provider on demand.

In addition, if Service Provider fails or refuses to comply with the written policies or reasonable direction of District, is guilty of severe misconduct in connection with performance hereunder, or materially breaches provisions of this agreement, District may terminate the engagement of the Service Provider immediately.

1. **Cancellation by Client or Service Provider/Service Provided in the Event of Force Majeure:**

Neither Party shall be liable under this Agreement and may cancel this Agreement at any time in the event of a Force Majeure, defined as follows:  (a) Acts of God (excepting rain, cold, excessive wind or snow); (b) Acts of public enemy; (c) Acts of the United States or the District of Columbia, any State or Territory of the United States, or any of their political subdivisions; (d) Fire; (e) Flood; (f) Epidemic; (g) Quarantine restrictions; (h) Strikes, civil commotions, or revolutions; (i) Freight embargoes; or (j) Unusually severe weather conditions; (k) or any other cause beyond the reasonable control of the said Party.

## Severability: In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

1. **Service Provider Information:**

***(About this form: when you type in the gray areas, the field will expand as you type)***

 Service Provider Name:

 Mailing Address:

 City/State:        Zip Code:

 Business Phone:        Fax:

 Business or License #      Cell Phone:

 E-mail:

 Are you a current or former employee of the District? [ ] Yes [ ] No

 If yes, date last worked

 Are you related to any employee(s) of the District? [ ] Yes [ ] No

 If yes, please identify the individual(s)

***The Service Provider must submit a completed W-9/Vendor Information Form, which can be obtained from the District Contract’s website at*** [**https://www.deltacollege.edu/dept/purchasing/contracts.html**](https://www.deltacollege.edu/dept/purchasing/contracts.html)

1. **Contact Information:** Contact Information for any questions related to this contract agreement.

 **Service Provider:**

Name of Representative (print) Phone Number

 Email

 **District:**

 Name of Representative (print) Phone Number

 Email

**18.** **Authorization Signatures:**

IN WITNESS WHEREOF, the authorized signers hereto have executed this contract agreement the day and year written below.

###  Service Provider

 By: Date:

 Service Provider Authorized Signer

 Service Provider Name (*please print*)

###  San Joaquin Delta Community College District

 By: Date:

 District Authorized Signer

 District Official Name (*please print*)