

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereafter referred to as the "District") to contract with \_\_\_\_\_ as an Independent Contractor (hereafter referred to as the "Contractor"); and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program and will supplement assistance offered by state and county authorities and not replace such assistance; and

WHEREAS, Government Code Section 53060 authorizes the District to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters;

NOW THEREFORE, BE IT RESOLVED that the following is agreed:

1. Contractor agrees to render and complete the following services in a satisfactory manner:
2. The period covered by this Agreement begins \_\_\_\_\_ and shall terminate \_\_\_\_\_.
3. In consideration of the services to be rendered by the Contractor, the District agrees to pay the Contractor a total of not to exceed \$\_\_\_\_\_, upon completion of services and subsequent receipt of invoice for services rendered. Invoice shall be processed within thirty (30) days of receipt.
4. Contractor hereby agrees that he/she is not an employee of the District and does not qualify for employment benefits, including workers' compensation benefits. Contractor assumes full responsibility for acts/omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.
5. **CONFLICT OF INTEREST**

If the District determines that Contractor is a "Consultant" under the Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict of Interest Code, under a disclosure category or categories as determined by the District's Superintendent/President.

6. **TAXES**

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income the compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment or disability insurance, or any other similar state or federal tax obligation.

7. **MATERIALS**

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this Agreement, unless otherwise specifically stated in the Agreement. Contractor's services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently-accepted principles and practices of his/her profession.

8. **EQUAL OPPORTUNITY/NON-DISCRIMINATION**

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

9. **HOLD HARMLESS AND INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor agrees to waive all rights of subrogation against the District.

10. **TERMINATION**

The District or the Contractor may, at any time, with or without reason, terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Agreement through the date of termination.

11. **ASSIGNMENT**

This Agreement is not assignable by Contractor, either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017.

**INSERT FIRM NAME HERE (OR REMOVE)**

Name:

SS#/Federal Tax ID:

Address:  
City/State/Zip:

Telephone:  
Fax:  
e-mail:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Are you a District employee?  Yes  No

Is a Credential or Special License required for this consultancy?  Yes  No

If yes, please specify and attach a copy of current License. \_\_\_\_\_

**Southwestern Community College District**

Kindred Murillo, Ed.D.  
Superintendent/President

900 Otay Lakes Road  
Chula Vista, CA 91910-7299

Telephone: 619 482-6301  
Fax: 619 482-6413

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Originator:

Account No.: