

**HARTNELL COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into effect on _____ by and between HARTNELL COMMUNITY COLLEGE DISTRICT (“District”) and _____ (“Professional”) with respect to the following recitals:

- A. Government Code Section 53060 authorizes the employment of persons to perform special services as independent contractors;
- B. The public interest, convenience, necessity, and general welfare will be served by this Agreement.

NOW THEREFORE, Professional and District agree as follows:

- 1. Professional Services. Professional shall furnish to District the following services:

Professional may determine the method, 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 Professional accomplishes these services.

- 2. Term. The professional services described in Paragraph 1, shall commence on _____ and end no later than _____, unless terminated pursuant to Paragraph 6.
- 3. Payment. In consideration of the services to be rendered by Professional, District agrees to pay Professional the total sum of _____ payable upon receipt of invoice.
- 4. Independent Contractor Status. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent contractors. As such, District shall not be responsible for payment of unemployment insurance, workers’ compensation insurance, Social Security or Medicare taxes or contributions of Federal or State income tax withholding for or on behalf of Contractor or any of Contractor’s sub-contractors.

- 5. Indemnity.

5.1. District agrees to defend, indemnify, and hold harmless Professional, its officers, agents, and employees from and against any and all liability, loss, expense, attorney’s fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

5.2. Professional agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney’s fees, or claims for injury, death, or damages arising from or as a result of the

negligent or intentional acts or omissions of Professional in the performance of this Agreement.

6. Insurance

6.1 Both parties will each maintain general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) during the term of this Agreement and any extensions thereof. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, and with respect to District, a company authorized to do business with joint powers agencies formed by college districts or other educational institutions for the purpose of liability insurance coverage, or by a system of self-insurance. The insurance policies in force will not be altered, reduced, or terminated without a prior ninety (90) day written notice to the other party as specified in Paragraph 19 "Notices."

6.2 Contractor shall endeavor to file a current Certificate of Insurance upon execution of this Agreement and with each renewal of policy throughout the term of this Agreement. In the event that liability insurance is terminated or altered, each party, in its sole discretion, will have the right to terminate this Agreement upon written notification to the other as specified in such termination to take effect immediately upon delivery of the written notification.

7. Termination. Either party may, at its option, terminate this Agreement upon giving thirty (30) days advance notice in writing to the other party in the manner herein specified by Paragraph 19, "Notices." Should such termination occur, both parties agree to use all reasonable efforts to mitigate their expenses and obligations thereunder. Prior to such termination which could not be avoided by reasonable efforts, payment shall occur for all satisfactory services rendered and expenses incurred, but not in excess of the agreed-upon maximum payable. Such termination shall be in addition to, and not in lieu of, any other legal remedies provided by this contract or by law. No work set forth in this contract shall commence until this contract is fully executed by all parties.
8. Assignment. This Agreement is personal and shall not be assigned by Professional either in whole or in part. Any such purported assignment shall void this Agreement.
9. Workers' Compensation Insurance. Professional agrees to provide all necessary Workers' Compensation Insurance for Professional's employees, if any, at Professional's own cost and expense.
10. Taxes. Professional agrees that Professional has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Professional pursuant to this Agreement will be reported to federal and state taxing authorities as required. District will not withhold any money from compensation payable to Professional. In particular, District will not withhold FICA (social security), state or federal unemployment insurance contributions, and/or state or federal income tax, or disability insurance. Professional is independently responsible for the payment of all applicable taxes.
11. Notices. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either party may

change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours (three (3) days) from the time of mailing if mailed as specified in this paragraph. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

HARTNELL COMMUNITY COLLEGE DISTRICT

Attention: Vice President of Administrative Services
411 Central Avenue
Salinas, CA 93901

INDEPENDENT CONTRACTOR

12. No Entitlement. Professional agrees that he or she has no entitlement to any future contracts or work from the District or to any employment or fringe benefits from the District.
13. Board Approval. The parties agree that the effectiveness of this Agreement may be contingent upon approval by the District's Governing Board.
14. Governing Law. This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The parties also agree that in the event of litigation, venue shall only lie with the appropriate state court or federal court located in Monterey County.
15. Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon the Professional and the District and their respective heirs, executors, administrators, or successors.
16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions of this Agreement.
17. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreement signed by the parties.
18. Entire Agreement. This Agreement represents the entire Agreement between the two parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein, notwithstanding amendments duly made in writing and signed by both parties. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.
19. Licenses. Professional assures that Professional possesses the required licenses or expertise to perform all of the services, which it has agreed to perform pursuant to this Agreement. Professional will maintain appropriate or required licensure in full force and effect during the term of this Agreement.
20. Compliance with Law. Professional agrees to perform the services contemplated by the Agreement in a professional and a competent manner and in compliance with all state or federal laws or regulations governing the services to be rendered pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first above written.

Hartnell Community College District

Professional

By: _____
Michael Gutierrez
Superintendent/President

By: _____

Date: _____

Date: _____