

INDEPENDENT CONTRACTORS

An independent Contractor is not an employee and is not under the control of the District. In general, an Independent Contractor is an individual with a specific skill or technical knowledge hired by means of a written agreement to do a particular job for a designated period of time.

A District Employee should not be employed as an Independent Contractor. The IRS scrutinizes the returns of individuals who receive both a W-2 Form and a 1099 Form in the same calendar year from one employer. If a District employee is hired to perform a service outside the scope of their normal duties, he/she must be paid through the payroll process.

INSTRUCTIONS FOR AGREEMENTS WITH INDEPENDENT CONTRACTOR (IC)

All of the following information is required from the IC before the contract can be officially agreed upon.

1. **Independent Contractor Questionnaire.** This is the first step in the process and the one that evaluates conditions of an engagement and service provider's background concluding if it meets the criteria of an independent contractor. This questionnaire is completed by a representative from the Division requesting the services and reviewed by the Dean/Director or a designee.
2. **Scope of Work (SOW).** The SOW must be provided by the IC. The SOW should contain cost, milestones, reports, deliverables, timelines and end products that are expected to be provided by the IC.
3. **W-9.** The IC must complete and turn in a W-9 or have a current one on file with the District Purchasing Department.
4. **Insurance Requirements.** Certificate of Insurance should be made out to the District, naming the District as additional insured, along with an Additional Insured Endorsement. The limits are as follows:
 - **Workers' Compensation** – in accordance with California Labor Code Section 3700, Contractor shall secure Workers' Compensation coverage in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance & Safety Act and in accordance with the applicable state and federal laws.
 - **General Liability** - The policy shall contain a combined single limit of liability of not less than \$1,000,000 per occurrence.
 - **Automobile Liability** - If automotive vehicles are operated by Contractor in Contractor's performance of Contractor's obligations under this Agreement, Contractor shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.
 - **Cyber Liability (Technology E&O)** - Contracts for services provided by: technology or IT consultants, systems analysts, website designers, online services and content providers, cloud based providers, computer programmers and software consultants, system installation or software personnel. Minimum coverage shall be \$1,000,000 per occurrence/\$3,000,000 Aggregate.
 - **Cyber Liability** - Contracts for services provided by: Payroll personnel/companies and Vendors or Contractors having access to Personally Identifiable Information of employees and students. Minimum coverage shall be \$1,000,000 per occurrence/\$3,000,000 Aggregate.
5. **Contract.** Preparing the contract is the last step in this process. The contract will be signed only after the first four stages have been completed. The person preparing the contract must ensure that the following documents are attached with the contract for signature:
 - The Independent Contractor Questionnaire.
 - A Scope of Work.
 - A copy of the insurance coverage.

- A completed W-9 form if the IC is new and does not have a copy on file in Purchasing.

The contract is signed by the College President/Provost up to \$5,000. Contracts over \$5,000 can be signed by the Vice-Chancellor, Finance & Facilities and the District Director, Purchasing. The NOCCCD Board of Trustees approves amounts in excess of bid limit \$95,200 (this amount changes annually, contact Purchasing for the current bid limit).

6. **Requisition (RQ).** The person preparing the contract must verify that the RQ has been entered into the Banner system.
7. **Purchase Order (PO).** The Purchasing Department will issue a PO when a complete contract packet is received.

THE IC MAY NOT BEGIN WORKING WITHOUT AN EXECUTED CONTRACT SIGNED BY THE DISTRICT AND A PURCHASE ORDER SIGNED BY PURCHASING.

Worker Compensation Exemption:

In the event where the IC is the sole employee of the firm, the IC must complete the Exemption from Worker's Compensation form to be exempt from this requirement.

Independent Contractor for Performer / Guest Speaker / Referee:

In the event where the IC is a Performer, Guest Speaker, or Referee, the standard IC Agreement will be substituted for the Performer / Guest Speaker / Referee Agreement.

QUESTIONNAIRE – INDEPENDENT CONTRACTOR OR EMPLOYEE

You are required to provide a “yes” or “no” answer for each question. If you feel that further explanation is necessary to support your answer, please provide explanations on the last page.

Describe the skill level required for this engagement:

PART I	YES	NO														
<p>1. Has this category of worker already been classified an "employee" by the IRS? *</p> <p>The IRS has held that the following types of workers are employees: <i>(IRS Pub. SWR-40)</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Administrators</td> <td style="width: 50%;">Teachers/Instructors</td> </tr> <tr> <td>Substitute teachers/instructors</td> <td>School bus drivers</td> </tr> <tr> <td>Driver education instructors</td> <td>Clerical staff</td> </tr> <tr> <td>Athletic coaches</td> <td>Cafeteria works</td> </tr> <tr> <td>Tutors</td> <td>Counselors</td> </tr> <tr> <td>Custodians</td> <td>Examination monitors</td> </tr> <tr> <td>Proctors</td> <td>Librarians</td> </tr> </table>	Administrators	Teachers/Instructors	Substitute teachers/instructors	School bus drivers	Driver education instructors	Clerical staff	Athletic coaches	Cafeteria works	Tutors	Counselors	Custodians	Examination monitors	Proctors	Librarians		
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2. Is the individual already an employee of the District in another capacity?																
<p>3. Has the individual performed substantially the same service for the District as an employee in the past?</p> <p><i>Is the individual retired, returning to substitute, or train, etc.?</i></p>																
4. Are there currently employees of the District doing substantially the same services as will be required of this individual?																
<p>5. Is the District expected to provide detailed instructions to carry out the task?</p> <p><i>The extent of the District's instructions is to describe the end product and provide the time and the place to perform the engagement. The details of performing the task are left entirely to the discretion of the independent contractor. If any additional instructions are provided, please explain in the comment section.</i></p>																
<p>6. Are the services being provided an integral part of school business?</p> <p><i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the District has an interest in the method of performance and implies the need for an employee.</i></p>																

If the answer to any of the above questions is "YES,"

STOP HERE

Do not complete the rest of the questions. The individual should be a District employee and must be paid and reported accordingly. If all of the above questions are “NO”, continue

PART II	YES	NO
7. Must the required services be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the District's knowledge or approval. Need to correlate with required skill level.</i>		
8. Does the District have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the District continue to use this individual in the future?</i>		
9. Can this relationship be terminated by either party? <i>The contractor is responsible for satisfactory completion of the job and may legally be obligated to compensate the hiring firm for failure to complete.</i>		

If the answer to question 7, 8, or 9 is "YES," there is a good possibility than an employment relationship exists. Questions 7 and 8 are indicators of District control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1 - 6 are still all "NO," continue . . .

10. Does the individual operate an independent trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. Conversely, there are instances where an individual runs a small business and may not perform services on a full time basis but functions independently and offers services to a wide array of institutions, if needed. Please explain further, as necessary, in the comments section.</i>		
11. Does the individual have a substantial investment in his/her business, i.e maintains a facility, equipment, etc.? <i>This is indicative of <u>economic risk</u> inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss. Conversely, as in #10, this may be a small business with minimal investment required. Please explain situation further as necessary.</i>		

If either 10 or 11 are "NO," there is a strong possibility that the individual does not qualify as an independent contractor and must be paid as a District employee. If this is so, STOP HERE.

If 10 and 11 are both "YES," (as justified in the comments section, if necessary) continue..

12. Does the individual provide all materials and support services necessary for the performance of this service? <i>The District should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, Xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i>		
13. Is this paid by the job? <i>While a flat rate is descriptive of compensation to Independent Contractors, hourly rates may be used too engage certain professionals such as lawyers.</i>		
14. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>		

If 10 and 11 are "YES," 12 through 14 should also be "YES" and are items that should be written into the contract. This individual is an independent contractor.

Name & Title of Person Completing Questionnaire

Date

Reviewed by (Division Dean or Director)

Date

PERFORMER / GUEST SPEAKER / REFEREE AGREEMENT

Multiple-Engagements

I, _____ agree to perform Referee/Official Services (Services) for the North Orange County Community College District's (District), _____ Campus. This release will be applicable for the fiscal year _____ to _____.

One-Time Engagement

I, _____ agree to perform [] Performer, [] Musician, or [] Guest Speaker Services as specified:

for the North Orange County Community College District's (District), _____ Campus, on or about _____, _____. I understand that the District will compensate me the total sum of _____ (\$ _____) for the performance of these Services, payable upon service completion.

I understand that I am working as an individual Independent Contractor and not as a company with or without employees. I further understand that I am not an employee of the District, and that I am required to complete and submit an I.R.S. Form (W-9) to the District prior to the receipt of payment for such Services.

I understand and acknowledge that the Services I perform may be dangerous and hazardous and, by its very nature may pose the potential risk of severe and serious physical and emotional injury/illness, or even death, to those individuals who perform such Services.

I UNDERSTAND AND ACKNOWLEDGE THAT IN ORDER TO PARTICIPATE IN THESE SERVICES, I AGREE TO ASSUME ALL LIABILITY AND RESPONSIBILITY FOR ANY AND ALL POTENTIAL RISKS, INJURIES, OR EVEN DEATH THAT MAY BE CAUSED BY MY NEGLIGENCE OR MISCONDUCT WHILE PARTICIPATING IN SUCH SERVICES. I represent and warrant that I am mentally and physically fit, capable, able, and willing to complete these Services without any limitations.

I understand, acknowledge, and agree that the District, its trustees, employees, agents, coaches, teachers, students, volunteers, or representatives shall not be liable for any injury/illness suffered by me which is incident to and/or associated with preparing for and/or conducting such Services.

I hereby release, discharge, indemnify, and agree to hold harmless District, District's governing board (Board), and College and each of their trustees, employees, agents, coaches, teachers, volunteers, and representatives free from any and all liability arising out of or in connection with my performance of these Services. For purpose of this RELEASE, liability means all claims, demands, losses, causes of action, suits, or judgments of any kind that myself or my guardians, heirs, executors, administrators, and assigns may have against District, Board, College, and their trustees, employees, agents, coaches, teachers, volunteers, and representatives because of my personal, physical or emotional, injury, accident, illness, or death, or because of any loss of or damage to property that occurs to me or my property during my performance of Services that may result from any cause including but not limited to District's, Board's, College's, trustees', employees', agents' coaches', teachers', volunteers', students', or representatives' own passive negligence or other acts other than active negligence, fraud, willful misconduct, or violation of the law.

_____(Initials) I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY. I UNDERSTAND THE POTENTIAL DANGERS INCIDENT TO PERFORMING THE SERVICES DESCRIBED HEREIN. I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF THIS AGREEMENT, AND AGREE TO ITS TERMS AND UNDERSTAND I AM WAIVING CERTAIN RIGHTS AND ASSUMING THE RISK OF DAMAGE FROM MY PERFORMANCE OF SERVICES CONTEMPLATED BY THIS AGREEMENT. THIS AGREEMENT SETS FORTH MY ENTIRE AND INTEGRATED AGREEMENT WITH THE DISTRICT.

Signature
Name:
Address:
Date:

Signature of Campus Administrator
Name:
Title:
Date:

***PERSONS WHO DO NOT ACCEPT THE RISKS DESCRIBED ABOVE SHOULD NOT SIGN THIS DOCUMENT. FAILURE TO SIGN WILL PREVENT AN AGREEMENT TO PERFORM THE SERVICES DESCRIBED ABOVE FROM BEING FORMED.

INDEPENDENT CONTRACTOR GUIDELINES

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INSTRUCTIONS FOR AGREEMENTS WITH INDEPENDENT CONTRACTOR (IC)

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 - The Independent Contractor Questionnaire.
 - A Scope of Work.
 - A copy of the insurance coverage.

- A completed W-9 form if the IC is new and does not have a copy on file in Purchasing.

Contract of \$5,000 or less can be signed by the following positions (AP6150):

- Chancellor
- Vice Chancellor
- College Presidents
- Provost
- Vice President, Administrative Services
- Director, Fiscal Affairs
- Director, Budget & Finance
- Manager, Administrative Services
- Manager, Campus Accounting

Contracts over \$5,000 can be signed by the Vice-Chancellor, Finance & Facilities and the District Director, Purchasing. The NOCCCD Board of Trustees approves amounts in excess of bid limit \$114,800 (this amount is adjusted annually).

6. **Requisition (RQ).** The person preparing the contract must verify that the RQ has been entered into the Banner system.
7. **Purchase Order (PO).** The Purchasing Department will issue a PO when a complete contract packet is received.

The IC may not begin working without an executed contract signed by the District and a Purchase Order signed by Purchasing.

8. Exception.

- a. **Worker Compensation Exemption.** In the event where the IC is the sole employee of the firm, the IC must complete the Exemption from Worker's Compensation form to be exempt from this requirement.
- b. **Independent Contractor for Performer / Guest Speaker / Referee.** In the event where the IC is a Performer, Guest Speaker, or Referee, the standard IC Agreement will be substituted for the Performer / Guest Speaker / Referee Agreement Release of Liability.
- c. **Pro Bono Service.** In the event where the IC provided professional work voluntarily and without payment, the Pro Bono Service agreement shall be used.

INDEPENDENT CONTRACTOR AGREEMENT (ICA)

(This agreement is not a construction contract within the meaning of Civil Code Section 2783, and is not an agreement for the provision of construction services within the meaning of Public Contract Code section 20651.)

THIS AGREEMENT is hereby entered into by the NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, and;

CONTRACTOR				TAXPAYER I.D. NO./SSN
Mailing Address	City	State	Zip	Telephone

hereinafter referred to as CONTRACTOR.

1. Services. [Enter services to be provided]

Contractor hereby agrees to perform the professional services set forth in Exhibit "A", attached hereto and incorporated herein by reference, to the satisfaction of the District. Scope of Work details/Exhibit "A" must be provided.

CONTRACTOR will determine the method, details, and means of performing the above-described services. The DISTRICT shall not control the manner or determining the method of accomplishing CONTRACTOR'S services.

CONTRACTOR shall, at CONTRACTOR'S own expense, employ such individuals as CONTRACTOR deems necessary to perform the services required by the DISTRICT. The DISTRICT may not control, direct, or supervise CONTRACTOR'S employees in the performance of those services. CONTRACTOR shall supply all materials, equipment, supplies, tools and instrumentalities required to perform and complete the services required by the DISTRICT.

- 2. Term.** CONTRACTOR shall commence providing services under this agreement on **[Enter start date (Month DD, YYYY)]** and will diligently perform as required and complete performance by **[Enter completion date (Month DD, YYYY)]**.
- 3. Payment.** The DISTRICT shall pay the CONTRACTOR a fee not to exceed **[Enter not to exceed amount]**, for services rendered pursuant to this Agreement. **Payment shall be made upon submission of an invoice in a form acceptable to the DISTRICT.** Such fee shall include any costs and expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT.
- 4. Relationship of the Parties.** CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR'S employees or agents as they relate to the services to be provided under this agreement. CONTRACTOR 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 CONTRACTOR'S employees.

CONTRACTOR, if an employee of another public agency, certifies that CONTRACTOR 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.

5. **Funding.** This agreement is contingent upon the approval of, receipt of funds from, and obligation of funds by the applicable funding agency to the North Orange County Community College District.
6. **Originals.** CONTRACTOR agrees that all materials including, but not limited to, technologies, procedures, processes, methods, works, writings, ideas, dialogues, compositions, artwork, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT, and/or used in connection with this Agreement shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such materials.
7. **Ownership.** CONTRACTOR understands and agrees that all materials produced under this Agreement shall become the property of the DISTRICT and cannot be used without DISTRICT'S expressed written permission. DISTRICT shall have all right, title and interest to said materials including the right to secure and maintain a copyright and/or trademark of said materials in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the materials for any purpose and in any medium
8. **Termination.** DISTRICT may, at any time, for any reason terminate this Agreement and compensate CONTRACTOR only for services rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.
9. **Indemnification.** CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense rising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - b. Any injury to or death of any person(s), including the DISTRICT'S officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - c. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
 - d. The CONTRACTOR, at CONTRACTOR'S expense, cost, and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its Board of Trustees, officers, agents, or employees on any such claim, demand, or liability arising out of or in any way connected with any services covered by this Agreement, and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its Board of Trustees, officers, agents, or employees in any such action, suit, or other proceeding as a result thereof.
10. **Insurance.** CONTRACTOR agrees to procure, pay for, and keep in full force and effect, the following types of insurance:

- a. Comprehensive general liability: No less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- b. Automobile liability insurance per accident for bodily injury and property damage shall be for no less than \$1,000,000 per occurrence with no annual aggregate limit.
- c. Workers' Compensation Insurance
- d. Professional liability insurance (Errors and Omissions), shall be for no less than One Million Dollars (\$1,000,000) per occurrence.
- e. Cyber Liability (Technology E&O) - Contracts for services provided by: technology or IT consultants, systems analysts, website designers, online services and content providers, cloud based providers, computer programmers and software consultants, system installation or software personnel. Minimum coverage shall be \$1,000,000 per occurrence and \$3,000,000 Aggregate.
- f. Cyber Liability - Contracts for services provided by: Payroll personnel/companies and Vendors or Contractors having access to Personally Identifiable Information of employees and students. Minimum coverage shall be \$1,000,000 per occurrence and \$3,000,000 Aggregate.

Such insurance must be in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability which may arise out of this Agreement. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fourteen (14) days from execution of this Agreement by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and the endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insureds under said policy.

- 11. Assignment.** CONTRACTOR shall not assign or delegate the performance of any services required under this Agreement or any part of this Agreement. Any such assignment or delegation shall be null and void.
- 12. Compliance with Applicable Laws.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. The services required herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all DISTRICT policies and procedures and all federal, state and local laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
- 13. Non - Discrimination.** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, or age of such persons.
- 14. Non-Waiver.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 15. Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

- 16. Debarment.** Contractor agrees to comply with 45 CFR Part 76, Appendix B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions. Contractor certifies by signing this agreement, to the best of his or her knowledge and belief, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 17. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 18. Changes.** This agreement constitutes the entire agreement between the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the transactions contemplated. It may be amended only by a written instrument executed by all of the parties to the Agreement.
- 19. Warranty.** Contractor warrants that it shall provide all services required hereunder in a reasonable and competent fashion which meets or exceeds any and all applicable industry standards for such work. Contractor agrees that District’s payment obligation hereunder is conditioned on Contractor’s completion of all of its work unless otherwise specified hereunder. District’s remedies for breach of warranty shall include any and all remedies under law including without limitation, covering and suing for damages, and equitable relief.
- 20. Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
- 21. Entire Agreement.** This agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

THIS AGREEMENT IS ENTERED INTO THIS _____, _____, 20__.

CONTRACTOR:

NORTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____
SIGNATURE
PRINTED NAME: _____
PRINTED TITLE: _____
DATE: _____

By: _____
SIGNATURE
PRINTED NAME: _____
PRINTED TITLE: _____
DATE: _____