



Professional Services Agreement

This Professional Services Agreement ("**Agreement**") is made and entered into this _____ day of _____, _____ ("**Effective Date**") by and between the **DESERT COMMUNITY COLLEGE DISTRICT**, Riverside County, California, hereinafter referred to as the "**DISTRICT**", and _____, hereinafter referred to as the "**CONTRACTOR**". CONTRACTOR shall provide the DISTRICT the services enumerated in Section 6 of this Agreement under the following terms and conditions, for payment in the not-to-exceed amount of \$_____ ("**Service Fee**"). The DISTRICT and CONTRACTOR may be referred to individually as a "**Party**" and collectively as the "**Parties**".

Section I – Terms & Conditions

1. The term ("**Term**") of this Agreement shall begin on _____ and shall end on _____, unless earlier terminated under this Agreement. If DISTRICT board approval or ratification is required, CONTRACTOR shall not commence Services until all required DISTRICT approvals have been obtained, unless expressly authorized in writing by an authorized DISTRICT representative.
2. CONTRACTOR understands and agrees that CONTRACTOR and/or all of CONTRACTOR'S employees are not employees 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 employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. 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.
3. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
4. CONTRACTOR is, and shall at all times remain, an independent contractor and not an employee, agent, partner, or joint venturer of the DISTRICT. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor per IRS Publication 15-A page 4, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained. CONTRACTOR shall control the manner and means of performing the Services, subject to the DISTRICT's right to specify the results to be obtained, inspect work, require compliance with this Agreement, and reject unsatisfactory Services. CONTRACTOR shall be solely responsible for all federal, state, and local taxes, payroll obligations, unemployment insurance, social security, income taxes, workers' compensation, and other obligations arising from CONTRACTOR's business and personnel.
5. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, officers, employees, agents, representatives and volunteers from and against any and all claims, demands, causes of action, damages, liabilities, losses, judgments, penalties, fines, costs and expenses, including attorneys' fees and costs, arising out of, pertaining to, or relating to: (a) the acts, errors, omissions, negligence, recklessness or willful misconduct of CONTRACTOR or CONTRACTOR'S employees, agents, representatives, subcontractors or anyone for whom CONTRACTOR is responsible; (b) CONTRACTOR'S performance or failure to perform under this Agreement; (c) any injury, death or property damage caused or alleged to be caused in connection with the Services; or (d) CONTRACTOR'S breach of this Agreement or violation of applicable law. CONTRACTOR'S duty to defend shall arise immediately upon written tender by the DISTRICT and shall apply regardless of whether liability is ultimately established. CONTRACTOR'S indemnity obligations shall not be limited by the amount or type of insurance required under this Agreement. The DISTRICT shall be responsible only to the extent a claim is caused by the active negligence or willful misconduct of the DISTRICT, its officers, employees or agents, subject to all defenses, immunities and limitations available under California law.

6. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:
7. Neither Party shall assign or delegate any part of this Agreement without the written consent of the other Party.
8. The work completed 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 Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
9. Payments will be made by the DISTRICT to the CONTRACTOR as follows: All invoices for services shall be presented to the District's Dean's Office for approval. Invoices will be forward to the Fiscal Services office for issuance of payment. Payment shall be made within 22 working days of presentation of invoice.
10. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, procure and maintain in full force and effect during the Term of this Agreement insurance coverage with insurers acceptable to the DISTRICT, including Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if vehicles are used in connection with the Services; Workers' Compensation insurance as required by California law and Employer's Liability insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease, and \$1,000,000 policy limit; and Professional Liability/Errors and Omissions insurance with limits of not less than \$1,000,000 per claim and aggregate if CONTRACTOR is providing professional, advisory, technical, clinical, design, consulting, or licensed services. If CONTRACTOR will access, store, process, transmit, or maintain DISTRICT data, student records, personally identifiable information, or confidential information, CONTRACTOR shall also maintain Cyber Liability insurance with limits acceptable to the DISTRICT. Upon request, CONTRACTOR shall provide certificates of insurance and endorsements naming the DISTRICT, its Board of Trustees, officers, employees, agents, and volunteers as additional insureds where applicable. The required insurance shall be primary and noncontributory, and the insurance requirements shall not limit CONTRACTOR'S liability or indemnity obligations under this Agreement.
11. CONTRACTOR represents that it is specially trained, licensed if required, experienced, competent, and financially and operationally able to perform the Services. CONTRACTOR shall maintain all certificates, permits, licenses, registrations, consents, and authorizations required by law or by DISTRICT policy in connection with the Services. CONTRACTOR shall comply with all applicable federal, state, municipal, and DISTRICT laws, rules, regulations, policies, and procedures, including those relating to nondiscrimination, harassment, workplace safety, campus safety, data privacy, public records, and conflict of interest.
12. CONTRACTOR shall maintain complete and accurate records relating to the Services, including invoices, time records, expense records, deliverables, and supporting documentation. CONTRACTOR shall retain such records during the Term and for at least three (3) years after final payment or longer if required by law, grant terms, or written DISTRICT direction. Upon reasonable notice, CONTRACTOR shall permit the DISTRICT, its auditors, and authorized public agencies to inspect, audit, and copy records relating to this Agreement. CONTRACTOR acknowledges that records submitted to or held by the DISTRICT may be subject to disclosure under the California Public Records Act, subject to applicable exemptions.
13. CONTRACTOR shall maintain the confidentiality of all nonpublic DISTRICT information received or created in the course of performing the Services, including student records, employee information, financial information, security information, and personally identifiable information. CONTRACTOR shall use such information only to perform the Services and shall not disclose it except as authorized in writing by the DISTRICT or required by law. If CONTRACTOR receives, accesses, stores, processes, or transmits student records or personally identifiable information, CONTRACTOR

shall comply with applicable privacy and data protection laws, including FERPA to the extent applicable. CONTRACTOR shall notify the DISTRICT promptly, and in no event later than forty-eight (48) hours after discovery, of any suspected or confirmed unauthorized access, disclosure, loss, or compromise of DISTRICT information.

14. All reports, writings, documents, data, files, media, designs, plans, materials, and other work product created or delivered by CONTRACTOR specifically for the DISTRICT under this Agreement shall be the property of the DISTRICT upon payment for the applicable Services. To the extent such work product is copyrightable or otherwise protectable, CONTRACTOR assigns to the DISTRICT all right, title, and interest in such work product. CONTRACTOR retains ownership of CONTRACTOR's pre-existing materials, tools, templates, methods, software, know-how, and other proprietary materials that are not created specifically for the DISTRICT. CONTRACTOR grants the DISTRICT a perpetual, irrevocable, royalty-free license to use, reproduce, modify, display, perform, and distribute any such pre-existing materials incorporated into the work product as necessary for the DISTRICT's use of the Services and deliverables.
15. The DISTRICT may terminate this Agreement for convenience, in whole or in part, by providing thirty (30) days' written notice to CONTRACTOR. Upon termination for convenience, the DISTRICT shall pay CONTRACTOR for Services satisfactorily performed and approved through the effective date of termination, less any amounts previously paid. The DISTRICT may terminate this Agreement for cause upon written notice if CONTRACTOR materially breaches this Agreement, fails to perform Services in a timely or satisfactory manner, violates law or DISTRICT policy, exposes the DISTRICT to liability, becomes insolvent, or becomes unable to perform. If the breach is curable, the DISTRICT may provide an opportunity to cure within the period stated in the notice. Upon termination or expiration, CONTRACTOR shall stop work as directed, protect and deliver all DISTRICT property and work product, submit a final invoice, and cooperate in an orderly transition of Services.
16. The Parties shall attempt in good faith to resolve disputes informally before commencing litigation. This Agreement shall be governed by the laws of the State of California. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in Riverside County, California, unless another venue is required by law. CONTRACTOR shall comply with all applicable claim presentation requirements as a condition precedent to any civil action against the DISTRICT.
17. All notices under this Agreement shall be in writing and delivered personally, by overnight courier, or by certified mail, return receipt requested. Notices to the DISTRICT shall be delivered to the DISTRICT representative or office identified by the DISTRICT for administration of this Agreement. Notices to CONTRACTOR shall be delivered to the address and contact information provided by CONTRACTOR in Section IV – Contractor Information of this Agreement, or to any updated address provided by written notice.
18. This Agreement, including all exhibits and attachments, is the entire agreement between the Parties regarding the Services and supersedes all prior and contemporaneous discussions, negotiations, proposals, and agreements regarding the same subject matter. Any amendment, change order, or modification must be in writing and signed by authorized representatives of both Parties.
19. A waiver of any breach is not a waiver of any other or later breach. No waiver is effective unless in writing.
20. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
21. This Agreement is for the benefit of the Parties and does not create enforceable rights in any third party.
22. Time is of the essence in CONTRACTOR's performance.
23. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

Section II – Account Code Information

Account Code(s): _____ % - _____
 _____ % - _____
 _____ % - _____

Section III – Signature(s) (Supervisor & Dean/Director)

Department Vice President (*Signature*)

Date of Signature

Department Dean or Director (*Signature*)

Date of Signature

Section IV – Contractor Information

Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contractor Signature

Date of Signature

Section V – Board Approval

Date of Board Approval/Ratification _____