

INSTRUCTIONS FOR AGREEMENTS WITH AN INDEPENDENT CONTRACTOR (IC)

Preparation and Submittal of Independent Contractor Agreement (ICA):

All of the information referenced in this agreement is required from the Independent Contractor (IC) before the contract will be officially agreed upon.

- 1. Independent Contractor Agreement.** IC signs the attached ICA
- 2. Written Scope of Work.** The IC agrees to the scope of work set forth in Attachment A of the ICA.
- 3. Vendor Information Form.** IC's that are doing business with the District for the first time must complete the Vendor Information Form, Attachment B of the ICA.
- 4. W9.** The IC must complete and turn in a W9 or have a current one on file with the District Purchasing department, Attachment C of the ICA
- 5. Proof of Insurance.** Certificates of Insurance shall be provided to the District if requested.
- 6. California Licensed Professional.** The IC certifies that it is currently licensed or certified for performing Work outlined in Contract Documents a copy of such shall be provided to the District if requested.
- 7. Notice to begin Work.** The IC may not begin working without an executed contract signed by the District and a Cabrillo College Purchase Order signed by Purchasing.

****Important Notice**.** Contracts that exceed \$78,900.00 in a fiscal year (7/1 - 6/30) must be approved in advance by Cabrillo College Governing Board before work can begin.



AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Agreement is entered into this ____ day of _____ by and between **CABRILLO COMMUNITY COLLEGE DISTRICT** (referred to as District) and _____ (referred to as Contractor) for the scope of work described as _____ *Services*.

Contract documents under this agreement consist of this five-page description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in the Agreement.

1. The Term of this Agreement shall be from _____ to _____, subject to the provisions of section 10.

2. General Conditions

a) *Relationship of the Parties:*

It is understood that this is an agreement by and between Contractor and District (two independent Contractors) 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.

b) *Indemnification:*

Contractor shall indemnify, defend and hold the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement.

c) *Insurance*

Acceptance of this agreement constitutes that Contractor is not covered under District's general liability insurance and that Contractor agrees, during the term of this Agreement, to maintain, at the Contractor's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to District.

d) *Nonassignability:*

Contractor 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.

e) *California Licensed Professional.*

The undersigned Independent Contractor certifies that: (a) it is currently and duly licensed for performing the Work of the ICA; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents.

f) *Copyright:*

Contractor hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark 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. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Contractor performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

3. Equipment and Facilities

Contractor will provide all necessary equipment and facilities to render Contractor 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.

4. Employment of Additional Workers by Contractor

Contractor will not be prohibited from employing additional workers or subcontractors 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 Contractor's employees and/or subcontractors as they are to the Contractor.

5. 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.

6. 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.

7. Contact with Students

Contractor 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 Contractor and District grants written permission under defined conditions. A background check is required upon the request of the District.

8. Withholding

District shall not withhold or set aside any money on behalf of the Contractor 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 Contractor to account for all of the above. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

9. 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. Only the District President, Vice President of Administrative Services, or designee within their authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other district personnel are without authorization to either order extra and/or changed work or waive contract requirements, and the Contractor, after any unauthorized extra work, shall be entitled to no compensation whatsoever for the performance of such work.

10. Termination

District may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor 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 the District. The cost to District shall be paid by Contractor by demand.

In addition the District may terminate this agreement for the District's convenience and without fault, neglect, or default on the part of the Contractor. In the event this Agreement is terminated for convenience, the District shall pay the Contractor the actual direct costs incurred up to the time of termination, but not to exceed the contract amount.

11. 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.

12. Contractor Information

Contractor Name: _____

Mailing Address: _____

Business Phone: _____ Fax: _____

E-mail: _____

Federal Tax ID Number or SSN: _____

**Contractor must provide a W-9 (attached)*

Are you a current or former employee of the District? _____

If yes, date last worked? _____

Are you related to any employee (s) of the District? _____

If yes, please identify the individuals (s) _____

13. Payment: Total cost of this Agreement shall not exceed \$ _____.

Contractor shall be paid as follows:

- a) Fixed fee to be paid for all described services N/A
- b) Other billing rate: \$ _____ per (hour, day, etc.).
- c) If **Contractor** is to be reimbursed for expenses, describe these expenses below and state the maximum amount to be paid in addition to contract fee above \$ _____.

Note: travel and other expenses must be reimbursed in conformance with rates applicable to District employees.

14. Payment terms:

Unless specified otherwise in this section Contractor shall invoice on a monthly basis and payment terms are Net 30 days, computed from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoice prepared in accordance with the terms of this Agreement, whichever date is later. Invoices should be sent to the District Project Administrator for approval. District Project Administrator will review and submit approved invoice to accounting for payment.

15. District obligations other than payment, if any: _____

16. Other Conditions

- a) Payments to Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law.
- b) Except for projects of \$1,000 or less, if Contractor provides public project services (such as carpet laying or building alteration, demolition of repair), Contractor shall pay all workers under this Agreement the prevailing wage pursuant to California Labor Code, Sections 1770 through 1777.7.

17. Description of Services to be Provided: _____

18. Signatures

Contractor

By: _____ Date: _____
Person with Primary Responsibility for Executing Contract

Printed Name, Title

Cabrillo Community College District

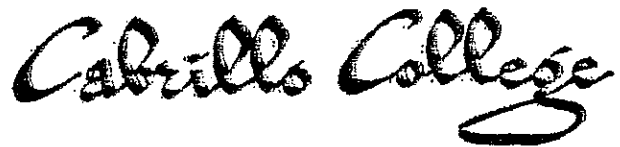
By: _____ Date: _____
Authorized Contract Signer
Serena M. Muindi, Interim Director, Purchasing,
Contracts and Risk Management

By: _____ Date: _____
Vice President Approval (Reviewed By)

Dean Approval (Reviewed By) Date: _____

Project Coordinator (Initiated By) Date: _____

Budget Account: _____ Purchase Order Number: _____



VENDOR INFORMATION

All Fields in the appropriate section are required
Please Print

NAME _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

PAYMENT ADDRESS (if different) _____

CITY, STATE, ZIP _____

PHONE _____ FAX _____

EMAIL _____ WEBSITE _____

Request for Taxpayer Identification Number and Certification

Attachment C
**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.