



SERVICE AGREEMENT for SERVICE PROVIDER

This Agreement (“Agreement”), made this ____ day of _____, 20__, by and between the REDWOODS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California (“District”) and _____, a duly qualified service Provider in the area(s) of _____ (“Service Provider”).

District and Service Provider hereby agree as follows:

1. Scope of Services:

Service Provider agrees to provide services to District as set forth in **Attachment A**, and briefly described as: _____

2. Agreement Documents:

The agreement documents consist of the CONTRACT SERVICE AGREEMENT, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Service Provider shall be recompensed as set forth in **Attachment B**, and not to exceed in total:\$ _____

4. Term of Agreement:

The term of this Agreement shall be from _____ to _____ inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District:

Service Provider:

s/ _____

s/ _____

Name/Title

Name/Title

Social Security or Tax Payer Id Number

Note: Federal Internal Revenue regulations require this office to report all payments to service providers for contract services.



GENERAL PROVISIONS

1. Service Provider's Warranty: District has relied upon the professional ability and training of Service provider as a material inducement to enter into this Agreement. Service Provider hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by District shall not operate as a waiver or release.

2. Status of Service Provider: The parties intend that Service Provider, and Service Provider's employees and agents, if any, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees. Individual shall not at any time or in any manner represent that Service Provider is an official, officer, employee or agent of the District. Service Provider assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. Service Provider 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 Service Provider and its employees. Service Provider shall provide the District a copy of their Business License.

3. Conflict of Interest: During the term of this Agreement, Service Provider shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Service Provider's duties under this Agreement. Service Provider shall comply with all requirements of law, including Sections 87100, *et seq.*, Section 1090 and Section 1125 of the Government Code, and any and all other conflict and public sector ethics laws. Service Provider shall promptly inform District of any contract, arrangement, or interest that Service Provider may enter into or have during the performance of this Agreement that might appear to be a conflict of interests. District, in its sole discretion, shall determine the existence of an actual conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Service Provider written notice which describes the conflict

4. Extra (Changed) Work: The parties expressly recognize that District and District personnel are without authorization to either order extra (and/or changed) work or waive agreement requirements. Failure of the Service Provider to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the agreement price or agreement time due to such unauthorized extra work and the Service Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

5. Nondiscrimination: In accordance with applicable law and District's policies, Service Provider shall not discriminate in connection with any work performed under this Agreement on the basis of race, color, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or

association with a person or group with one or more of these actual or perceived characteristics. Service Provider shall timely execute any non-discrimination certifications required by applicable law or otherwise required by District.

6. Transfer of Rights: Service Provider assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the documents, data, and information now or later prepared by Service Provider in connection with the work set forth herein, if any. Service Provider agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this Agreement include, but are not limited to, placing proper notice of copyright on all versions of the documents, data or information as District may direct, and refraining from disclosing any versions of the documents, data or information to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any plans, correspondence or other pertinent data and information gathered or computed by Service Provider prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Service Provider shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Service Provider's performance under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Service Provider shall be liable to District for any loss or damage to District property arising from or in connection with Service Provider's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Service Provider shall maintain and shall require all of its workers, if any, to maintain insurance as indicated below:

(a) Required/Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) Required/Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall



include, but not be limited to: premises and operations liability, independent service Provider's liability, and contract injury liability.

- (c) Required/Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
- (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.
 - (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
- (e) Required/Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Service Provider arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."
- (f) Documentation: The following documentation shall be submitted to the District:
- (1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
 - (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - (3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.



(g) Policy Obligations: Service Provider’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Service Provider, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement; the same shall be deemed a material breach of agreement. District, at its sole option, may terminate this Agreement and obtain damages from the Service Provider resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Service Provider, County may deduct from sums due to Service Provider any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All bills and payments shall be made in writing and delivered to the District’s Accounts Payable Clerk by email, personal delivery or mail. The email address is accounts-payable@redwoods.edu and mail shall be addressed as follows:

District:
REDWOODS COMMUNITY COLLEGE DISTRICT
7351 TOMPKINS HILLS RD
EUREKA CA 95501-9300

707-476-4125
707-476-4405 (FAX)

Service Provider:
[Accounts Payable Contact Person] _____

[Address] _____

[Telephone and fax numbers] _____

[Accounts payable email] _____

All notices shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) District may terminate this Agreement for any reason by giving ten (10) calendar days written notice to Service Provider. In the event District elects to terminate the Agreement without cause, it shall pay Service Provider for the reasonable value of services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner

hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Service Provider shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of damages, if any, sustained by District by virtue of any breach of the Agreement by Service Provider.

12. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

13. Confidentiality. Service Provider acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and District policy relating to privacy. Service Provider shall ensure that all activities undertaken pursuant to this Agreement comply with these requirements.

14. Compliance with Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Service Provider agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Service Provider, Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

Service provider and any subcontractors, agents, or employees, shall fully comply with all provisions and requirements as they relate to protection against infectious diseases, including COVID-19. Contractor and any subcontractors, agents or employees shall review and comply with the most recent directives from the Centers for Disease Control (CDC), the California Department of Public Health, Humboldt County Health Services, and the College of the Redwoods' policies and protocols as they relate to COVID-19 exposure and safe practices.

15. Permits/Licenses. Service Provider 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.

16. Taxes: Service Provider agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Service Provider agrees to furnish District with proof of payment of taxes on those earnings.

17. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through non-binding mediation prior to commencing litigation.

18. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Humboldt, California, and no other place.

19. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
20. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
21. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
22. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
23. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
24. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
25. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
26. Economic Sanctions: As required by Executive Order N-6-22, issued by Governor Gavin Newsom on March 4, 2022 (“EO”), the Consultant certifies compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Consultant understands that failure to comply may result in the termination of this Agreement.
27. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
28. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

29. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:
Attachment A – Scope of Services
Attachment B – Compensation



Attachment A

SCOPE OF SERVICES

Service Provider shall provide services to the District as follows:



Attachment B

COMPENSATION

District shall compensate Service Provider for the services provided pursuant to this Agreement as follows:

In no event shall compensation exceed \$ _____ without the prior written approval of the District.