

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of _____ by and between Santa Barbara Community College District (“District”) and _____ (“Contractor”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain services, (“Contractor Services”) as more particularly described in this Agreement.

WHEREAS, Contractor is duly qualified and capable of providing and performing the Contractor Services.

WHEREAS, if the nature of Contractor Services requires the Contractor to be licensed, permitted or otherwise authorized by a Governmental Authority to complete the Contractor Services, Contractor is licensed, permitted or authorized to provide the Contractor Services.

WHEREAS, the Contractor submitted a proposal to complete the Contractor Services (“Proposal”); the Proposal is attached hereto as Attachment 3 and incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Contractor agree as follows:

AGREEMENT

1 CONTRACTOR SERVICES.

- 1.1 Scope of Contractor Services.** The Contractor Services are described in Attachment 1 to this Agreement. The Contractor shall, in Attachment 1, identify specific personnel who will be assigned Contractor Services along with a description of the Contractor Services to be performed or provided by personnel identified by the Contractor. Personnel identified by the Contractor for portions of the Contractor Services shall be subject to the District’s approval. The Contractor shall provide all labor, materials, equipment, tools and other items necessary to complete the Contractor Services and authorized Additional Contractor Services without adjustment of the Contract Price.
- 1.2 Contractor Services Schedule.** The Contractor shall complete the Contractor Services, and portions thereof, in accordance with the Contractor Services Schedule set forth in Attachment 1. The Contractor is liable to the District for costs, charges, losses and other damages arising out of or related to the failure of the Contractor to complete Contractor Services in accordance with the Contractor Services Schedule.
- 1.3 Contractor Work Product.** All materials generated by the Contractor or received by the Contractor in the course of completing the Contractor Services (“Contractor Work Product”) are property of the District. Contractor Work Product includes tangible and intangible items in any form, including calculations, drawings, written/graphic materials, digital/electronic files and samples. The Contractor shall provide the District access to Contractor Work Product during Contractor’s performance of Contractor Services for the District’s inspection, review and/or reproduction of Contractor Work Product.
- 1.4 Additional Contractor Services.** Services not included in the Contractor Services are Additional Contractor Services. Without invalidating this Agreement, the District may add to, delete from or modify the Contractor Services by written notice to the Contractor. The Contractor will be compensated for authorized Additional Contractor Services in accordance with this Agreement, so long as the Additional Contractor Services authorized by the District do not result from the Contractor’s fault or neglect,
- 1.5 Contractor Standard of Care.** The Contractor Services and authorized Additional Contractor Services; if any, shall be performed and provided by Contractor: (i) using the Contractor’s best skill and attention; (ii) with due care and in accordance with applicable standard(s) of care; (iii) in

accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Contractor acknowledges that the Contractor Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Contractor acknowledges and agrees that the Contractor Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the subject matter of this Agreement. The Contractor is liable to the District for losses, costs, changes and other consequences of its failure to provide perform and/or complete the Contractor Services or authorized Additional Contractor Services in a timely manner.

1.6 Contractor Independent Contractor.

1.6.1 Independent Contractor Status. The Contractor is an Independent Contractor to the District. This Agreement and the Contractor Services hereunder are not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and any employee or agent of Contractor. All persons providing any Contractor Services under this Agreement shall, at all times, remain an employee of Contractor. As an Independent Contractor, Contractor is responsible for determining the means and methods for performing the Contractor Services.

1.6.2 Contractor Tax and Employee Benefits Responsibilities. The Contractor is solely responsible for deducting all federal, state and local income taxes, FICA withholdings and all other taxes, assessments or withholdings the Contractor is required to deduct from compensation due the Contractor's employees by operation of law.

1.6.3 Contractor Employees and Agents Not District Employees. The Contractor's employees and agents are not employees of the District and shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other benefits as an employee of the District.

1.6.4 No Contractor Authority to Contractually Bind District. The Contractor acknowledges and agrees that it is not authorized to: (i) enter into contracts on behalf of the District; or (ii) expressly or impliedly commit or bind the District to any contractual obligation. Any action of the Contractor to enter into or to purportedly enter into any agreement, contract or obligation on behalf of the District in violation of the preceding is an event of Contractor default. In addition to rights and remedies of the District arising under this Agreement or by operation of law resulting from such Contractor default, the Contractor is liable to the District for all consequences of any agreement, contract or obligation purportedly entered into by the Contractor on behalf of the District.

1.7 Contractor Warranties and Representations. The Contractor warrants and represents to the District each of the following:

1.7.1 Contractor Authority to Complete Contractor Services. The Contractor warrants and represents that the Contractor and/or the Contractor's employees, as applicable, completing any of the Contractor Services possess all licenses, permits or other authorizations required by any Governmental Authority to complete the Contractor Services. The Contractor further warrants and represents that at all times while completing Contractor Services, the Contractor will maintain in full force and effect and in good standing all such licenses, permits or other authorizations.

1.7.2 Capacity to Complete Contractor Services. The Contractor warrants and represents that it possesses all necessary capacity to complete the Contractor Services, including without limitation, sufficient manpower resources with necessary skills, knowledge and experience, adequate financial resources and tools, machinery or other similar items necessary to complete the Contractor Services.

1.7.3 Conflicts of Interest. Contractor warrants and represents that neither the Contractor or any employee of the Contractor employs or retains the services of any immediate family member of any District employees, nor has it furnished any financial compensation for the pursuit of business with the District. For purposes of this Agreement, an “immediate family member” is an adult who is a parent or step-parent, spouse, sibling or step-sibling, grandparent, uncle, aunt, or first cousin of a District employee.

1.7.4 Contractor Not Debarred. The Contractor warrants and represents that it has not been debarred by a Governmental Authority from bidding for, submitting proposals for, or award of a public contract.

1.7.5 Breach of Warranties and Representations as Contractor Default. If any of the foregoing warranties or representations are false or misleading or if the Contractor breaches any of the foregoing warranties or representations, the Contractor shall be deemed in default under this Agreement.

1.8 No Sub-Contractors. Unless the Contractor requests District consent for completion of any portion of the Contractor Services by a Sub-Contractor to the Contractor and the District consents to such request, all Contractor Services shall be completed by the Contractor and its employees. If the Contractor requests consent of the District to complete any portion of the Contractor Services by a Sub-Contractor, the District may grant, condition or deny such consent in the sole and exclusive discretion of the District.

2 CONTRACT PRICE.

2.1 Contract Price for Contractor Services. The Contract Price due Contractor for completing Contractor Services is as set forth in Attachment 2 to this Agreement. Except for authorized Additional Contractor Services and allowable Reimbursable Expenses, if any, the Contract Price represents the full amount due from the District to the Contractor for Contractor’s completion of the Contractor Services, including the Contractor’s fee, personnel expenses (including all benefits and burdens), travel for the Contractor, its employees and others providing any part of the Contractor Services to and from their respective offices/homes and the Site and the District’s Administrative Offices, travel within the **Counties of _____**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.

2.2 Additional Contractor Services. If the District authorizes Additional Contractor Services, the District’s payment of such Additional Contractor Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Contractor Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Contractor Services multiplied by the applicable personnel hourly rate set forth in Attachment 2 to this Agreement.

2.3 Reimbursable Expenses. The Contract Price set forth in Attachment 2 is inclusive of all expenses and costs incurred by the Contractor to complete the Contractor Services, except for expenses or costs for reimbursable items subject to the District’s advance written authorization.

2.4 Contractor Billings for Payment of Contract Price. During the course of providing Contractor Services under this Agreement, Contractor shall submit monthly billing invoices to the District for payment of the Contract Price for Contractor Services, authorized Additional Contractor Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Contractor’s billings shall be in such form and format along with such substantiating data as requested by District.

2.5 District Payment of Contract Price. Within thirty (30) days of receipt of Contractor’s billing invoices, District will make payment to Contractor of undisputed amounts of the Contract Price due for Contractor Services, authorized Additional Contractor Services and authorized Reimbursable Expenses, if any. The District may withhold or deduct amounts from payment otherwise due

Contractor hereunder if Contractor fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Contractor has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

2.6 Contractor’s Payments. The Contractor shall promptly pay its employees, and others performing or providing Contractor Services or authorized Additional Contractor Services upon receipt of payments from the District. If required by applicable law, rule or regulation, the Contractor’s payment to personnel providing or performing Contractor Services or authorized Additional Contractor Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Contractor Services or authorized Additional Services, the obligation for compliance rests solely with the Contractor, without adjustment of the Contract Price.

3 INSURANCE; INDEMNITY

3.1 Contractor Insurance. At all times during performance of Contractor Services and authorized Additional Contractor Services, the Contractor shall maintain policies of insurance with at least the minimum coverage amounts set forth in this Agreement.

3.2 Workers Compensation and Employer’s Liability Insurance. The Workers Compensation Insurance shall cover claims under workers or workmen’s compensation, disability benefit and other similar employee benefit acts. The Employer’s Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by Contractor. The Employer’s Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance policy.

3.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below for which Contractor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement.

3.4 Automobile Liability Insurance. The Automobile Liability Insurance shall insure risk of loss for bodily injury, death and property damage arising out of the operation of any owned, non-owner or hired motor vehicle.

3.5 Professional Liability Insurance. If required by this Agreement, the Contractor’s professional liability insurance shall cover liabilities arising out of the performance of Contractor Services under this Agreement.

3.6 Minimum Coverage Limits. Minimum coverage limits for the Contractor’s policies of insurance shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability (combined single limit)	One Million Dollars (\$1,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Professional Liability	Choose an item.

3.7 Certificates of Insurance. The Contractor shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance with the minimum coverage limits required hereunder. The Contractor will not be permitted to perform any Contractor Services until Certificates of Insurance for all required policies of insurance have been delivered to the District. No payment will be made for any Contractor Services until the District has received Certificates of Insurance evidencing the Contractor's policies of insurance in accordance with requirements of this Agreement.

3.8 Additional Insured. The District shall be an Additional Insured to the General Liability and Automobile Liability policies of insurance of the Contractor. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be the then current form of endorsement for ISO CG 20 10 (04/13), or SO CG 20 38 (04/13).

3.9 Contractor Insurance Primary. If any policy of insurance required of the Contractor overlaps with any policy of insurance maintained by the District, the Contractor's policy(ies) of insurance is/are primary and non-contributing with any policy of insurance maintained by the District.

3.10 No Cancellation or Material Modification. Each policy of insurance required by this Agreement shall be endorsed to state that coverage thereunder shall not be cancelled or materially modified except upon thirty (30) days' advance written notice to the District. Written notice of cancellation or material modification shall be from the insurer issuing the policy of insurance to the District.

3.11 Waiver of Subrogation. Policies of insurance required by this Agreement shall include waivers of rights of recovery by subrogation against the District and its officers, employees, agents and representatives. The Contractor shall obtain any endorsement that may be necessary to effectuate the foregoing waiver of subrogation and that this provision is applicable and enforceable regardless of whether or not the insurer for any Contractor maintained policy of insurance issues a waiver of subrogation endorsement.

3.12 Insurer Qualifications. Policies of insurance shall be issued by insurers who are: (i) authorized to issue insurance policies in the State of California; and (ii) AM Best rated at least A/VII.

3.13 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.14 Indemnity.

3.14.1 Contractor Indemnity of District. The Contractor shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Contractor's employees arising out of this Agreement; (ii) injury or death of persons; (iii) damage to property; or (iii) other costs, charges, damages or losses which arise out of or attributable, in whole or in part, to the negligent, grossly negligent or willful conduct of Contractor, or its employees, agents and representatives. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Contractor's completion of obligations hereunder until barred by the applicable Statute of Limitations.

3.14.2 District Indemnity of Contractor. The District shall indemnify and hold harmless Contractor from claims arising out of bodily injury (including death) and physical damage which arise out of the, grossly negligent or willful misconduct of the District.

4 TERM; TERMINATION; SUSPENSION

4.1 Term. The Term of this Agreement commences as of the date set forth above. This Agreement is subject to approval by the District Board of Trustees. Unless earlier terminated pursuant to the

terms of this Agreement, the Term of this Agreement expires upon the Contractor's completion of Contractor Services.

- 4.2 Termination for Default.** Either the District or Contractor may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Contractor if: (i) Contractor becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Contractor or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Contractor or any of Contractor's property on account of Contractor's insolvency; or (ii) if Contractor disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Contractor, if any, shall be based upon Contractor Services, authorized Additional Contractor Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Contractor shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Contractor's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Contractor hereunder for Contractor Services, Reimbursable Expenses or authorized Additional Contractor Services.
- 4.3 District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Contractor Services hereunder; provided, however, that if the District directs suspension of Contractor Services for sixty (60) consecutive days or more and such suspension is not caused by the Contractor's default or the acts or omissions of Contractor, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Contractor, if any, as a direct result of the suspension and resumption of Contractor Services hereunder.
- 4.4 District Termination For Convenience.** The District may, at any time, upon seven (7) days advance written notice to Contractor terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Contractor. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Contractor or such other time as the District and Contractor may mutually agree upon. In such event, the District shall make payment of the Contract Price to Contractor for Contractor Services, authorized Additional Contractor Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination. Except as set forth above, the Contractor shall not be entitled to other compensation if the District exercises the right to terminate hereunder. The Contractor is not entitled to any portion of the Contract Price for Contractor Services terminated by the District pursuant to the foregoing.
- 4.5 Contractor Suspension of Contractor Services.** If the District fails to make payment of the undisputed portion of the Contract Price when due Contractor hereunder, Contractor may, upon seven (7) days advance written notice to the District, suspend performance of Contractor Services until payment of the undisputed portion of the Contract Price is received by the Contractor. In such event, Contractor shall have no liability for any delays to completion of Contractor Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Contractor to suspend performance of Contractor Services.

4.6 Contractor Obligations Upon Termination. Upon the District’s exercise of the right of termination hereunder, the Contractor shall take action as directed by the District relating to completed and in progress Contractor Services. The Contractor shall within five (5) days of the effective date of Termination, assemble and deliver to the District all Contractor Work Product.

5 MISCELLANEOUS

5.1 Governing Law; Venue; Interpretation. This Agreement shall be governed and interpreted pursuant to the laws of the State of California. Any dispute arising out of this Agreement shall be litigated in Santa Barbara County Superior Court – Anacapa Division. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

5.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

5.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Contractor and the District. Neither Contractor nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

5.4 Contractor Personnel and Expense Records. The Contractor shall maintain detailed billing records of personnel time and allowable Reimbursable Expenses to complete Contractor Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Contractor shall maintain billing records for at least three (3) years after completion of Contractor Services.

5.5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109
Attn: _____

If to Contractor:

5.6 Confidentiality. All information and data provided by the District to the Contractor in connection with the Contractor Services are deemed confidential materials which shall not be disclosed by Contractor or its employees to any third party without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Contractor is liable to the District and third parties for losses, costs or other damages arising out of or relating to Contractor’s breach of the confidentiality obligations set forth herein.

5.7 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiescence to, or approval of, any breach or default of the Contractor.

5.8 Disputes.

5.8.1 Contractor Continuation of Services. Except in the event of the District’s failure to make undisputed payment of the Contract Price due Contractor, notwithstanding any disputes

between District and Contractor hereunder, Contractor shall continue to provide and perform Contractor Services and authorized Additional Services pending a subsequent resolution of such disputes.

5.8.2 Contractor Compliance with Government Code §900, et seq. None of the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Contractor’s submission of claims to the District. The Contractor’s strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Contractor’s initiation of any other dispute resolution procedure or proceeding.

5.8.3 Limitation on Special/Consequential Damages. In the event of the District’s breach or default of its obligations under this Agreement, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under this Agreement; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

5.9 No Third-Party Beneficiaries. This Agreement shall not be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. There are no third-party beneficiaries to this Agreement.

5.10 Captions. Captions of the provisions of this Agreement are used for convenience of reference only. The Parties that such captions are not to be used to interpret or construe the intent or context of this Agreement.

5.11 Counterparts. This Agreement may be executed in counterparts. Each counterpart copy hereof shall be deemed a duplicate original. The Parties acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in PDF format shall be legal and binding, with the same full force and effect as if an originally executed copy of this Agreement had been delivered. The Parties (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that each Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

5.12 Entire Agreement. The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Contractor concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Contractor. Documents forming a part of this Agreement are:

- | | |
|--------------|--|
| Attachment 1 | Contractor Services Scope; Contractor Services Schedule and Contractor Personnel |
| Attachment 2 | Personnel Rates/Fees/Fee Schedule |
| Attachment 3 | Proposal |

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IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the date set forth above.

“DISTRICT”
SANTA BARBARA COMMUNITY COLLEGE
DISTRICT

By: _____

Title: Vice President, Business Services

Signature: _____

“CONTRACTOR”
[CONTRACTOR NAME]

By: _____

Title: _____

Signature: _____

**ATTACHMENT 1 TO AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND
[CONTRACTOR NAME]**

1. Contractor Services. The Contractor Services subject to the Agreement for Contractor Services consists of the following:

2. Contractor Services Schedule. The Contractor Services shall be completed in accordance with the following schedule:

Contractor Service/Task	Completion Date

3. Contractor Personnel. Personnel of the Contractor assigned to complete Contractor Services are as follows. The Contractor acknowledges and agrees that the following are subject to District acceptance and upon the District’s acceptance of the Contractor’s proposed personnel to complete Contractor Services, such personnel shall not be changed or replaced.

Name	Title	Description of Assigned Contractor Services

[END OF ATTACHMENT 1]

**ATTACHMENT 2 TO AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND
[CONTRACTOR NAME]**

Billing rates for the Contractor’s personnel providing Contractor Services are as set forth below. The following billing rates are not subject to adjustment during the Term of the Agreement.

Title/Position and Name	Hourly Rate

**** Fees/Fee Schedule to be added to this Attachment.

[END OF ATTACHMENT 2]