This Basic Services Agreement (“Agreement”) is between Santa Clarita Community College District (“District”), a California community college district and political subdivision of the State of California, and [INSERT NAME OF CONTRACTOR] (“Contractor”), a [INSERT TYPE OF ENTITY/JURISDICTION OR IF AN INDIVIDUAL INSERT “INDIVIDUAL RESIDING IN THE STATE OF” AND INSERT STATE OF RESIDENCE]. District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

In consideration of the premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree as provided in this Agreement.

1. SCOPE OF AGREEMENT. District requires certain specialized services and is authorized pursuant to California law, including Education Code Sections 70902 and 88003.1, to contract for the specialized services. Contractor represents that Contractor has the proper training, skill, and experience, and is qualified, including any required license, permits, and certification, to provide District the specialized services required by this Agreement. Contractor shall perform and provide all labor, materials, supplies, and equipment necessary to complete the Work required by this Agreement, which Work shall be performed in accordance with the terms and conditions of this Agreement.

2. DUTIES AND OBLIGATIONS. The Work to be provided by Contractor under this Agreement shall include the following: [INSERT DESCRIPTION OF WORK] (“Work”).

3. TERM OF AGREEMENT. This Agreement shall commence on [INSERT START DATE], and shall continue in full force and effect thereafter until and including [INSERT END DATE], (“Term”), unless this Agreement is terminated during the Term as provided in Section 4.

4. TERMINATION OF AGREEMENT. This Agreement shall terminate upon expiration of the Term. During the Term of this Agreement, each Party may terminate this Agreement at any time, with or without cause, upon providing the other Party with at least thirty (30) days written notice before the effective date of termination. The Parties may terminate this Agreement by mutual agreement set forth in writing and signed by the Parties. Upon termination of this Agreement, Contractor shall be entitled to payment only for Work that Contractor satisfactorily performed (as determined by District) before the effective date of termination and for which Contractor has provided District with written documentation as required by District.

5. PAYMENT.

   A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed [INSERT DOLLAR AMOUNT SPELLED OUT] Dollars ($[INSERT NUMERICAL DOLLAR AMOUNT]) (“Contract Amount”).

   B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor’s sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement (“Expenses”).

   C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

      i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

6. CALIFORNIA STATE TAX WITHHOLDING FOR NONRESIDENTS OF CALIFORNIA. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to
withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars ($1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%) of the Contract Amount. District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor.

7. **TRADEMARK/LOGO USE.** Contractor must obtain written approval from District’s Public Information Office (“PIO”) to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use.

8. **INDEMNIFICATION.** Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

9. **TRANSPORTATION.** Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor’s transportation.

10. **GENERAL PROVISIONS.**

   A. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties’ agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

   B. **Applicable Law, Venue, and Interpretation.** This Agreement, and the Parties’ rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by District. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.

   C. **Independent Contractor.** Contractor is retained as an independent contractor. Contractor and all of Contractor's officers, employees, and agents are not officers, employees, or agents of District. Contractor understands and agrees that he/she is not entitled to benefits of any kind normally provided employees of the District, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars ($600) under this and any additional Agreements in any given year.

   D. **Compliance with Applicable Laws.** In performing the Work, Contractor shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances applicable to the Work.

   E. **Notices.** All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, receipt request received, first class postage prepaid, addressed as follows:

   **District:**
   Santa Clarita Community College District
   Attn: Assistant Superintendent/VP Business Services
   26455 Rockwell Canyon Road
   Santa Clarita, CA 91355
   Phone: (661) 362-3476
   Fax: (661) 362-5480
A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

F. Certification Regarding Debarment, Suspension or Other Ineligibility.

1. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

2. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;
   c. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
   d. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
   e. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
   f. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

G. Approval by District’s Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District’s Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

CONTRACTOR

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: ________________________________ BY: ________________________________
Print Name [INSERT EXECUTIVE CABINET MEMBER NAME]
Print Title [INSERT EXECUTIVE CABINET MEMBER’S TITLE]

Date

District Initiating Department [INSERT DISTRICT INITIATING DEPARTMENT]
District Contact Name [INSERT DISTRICT CONTACT NAME]
District Contact Extension [INSERT DISTRICT CONTACT EXTENSION]

District’s Board of Trustee’s Approval/Ratification Date [INSERT BOARD APPROVAL DATE; IF CONTRACT IS UNDER $10K INSERT “DECEMBER 6, 2006”]