### Imperial Community College

District

## Independent Contractor Agreement

(This agreement is not a construction contract within the meaning of Civil Code Se/5[.	( )Tj 3.337 0 Td ( )Tj 3.6	14 0 Td ( )T

Page 1 of 5
BOARD OF TRUSTEE RATIFICATION/APPROVAL DATE:

Independent Contractor Agreement

08/2019

Imperial Community College

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District

### Independent Contractor Agreement

- 9. Insurance. CONTRACTOR agrees to procure, pay for, and keep in full force and effect, the following types of insurance:
  - a. <u>Insurance</u>: CONTRACTOR, at CONTRACTOR'S expense, shall carry adequate liability insurance to fully protect the CONTRACTOR and DISTRICT from any and all claims of any nature, which may arise from the CONTRACTOR'S actions pertaining to this agreement. DISTRICT recommends a minimum of \$500,000.00 Single Limit of Liability, with an aggregate of at least \$500,000.00, with the DISTRICT named as an additional insured, with a certificate of additional insured to DISTRICT.
    - Should CONTRACTOR ever operate their owned, private automobile during the performance of this agreement, CONTRACTOR shall obtain and carry at least \$100,000/\$300,000 single limit liability coverage, naming the DISTRICT as an additional insured and furnishing a certificate evidencing this coverage to DISTRICT prior to operating said automobile under this agreement.
  - b. <u>Workers' Compensation Insurance</u>: CONTRACTOR agrees to procure and maintain in full force and effect Workers 'Compensation Insurance as required under California law, covering any employees or agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by a bona-fide employee of CONTRACTOR participating under this agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claim.
    - CONTRATOR shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation.
- $10. \ \ \mathsf{Assig} \ \textbf{fixDeInhg8a29} \ [\textbf{TeDah}-\textbf{D[4-3} 3... \textbf{D[0-n0d[9-d]-} \textbf{B-dI7[(n)r]3...9} (\textbf{Inh3}).\textbf{-224} & 2.0 & \textbf{S[0-2]-} \textbf{BBOaTT}) \ \ \mathsf{ENMIC-1} \ \ \mathsf{J.24} \ (289... \textbf{S[0-r]-} \textbf{D[4-3} 3... \textbf{D[0-n0d[9-d]-} \textbf{B-dI7[(n)r]3...9} (\textbf{Inh3}).\textbf{-224} \\ \ \ \mathsf{Assig} \ \ \mathsf{Inh} \ \ \mathsf$

#### Imperial Community College

## Independent Contractor Agreement

- 15. Debarment . Contractor agrees to comply with 45 CFR Part 76, Appendix B Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions. Contractor certifies by signing this agreement, to the best of his or her knowledge and belief, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 16. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invaTd [(i( c)-8 ())TidnBr.1 Tw 3.53 0 Td ( )Tt5c 020.002 Tc 0de032 0 (h)43(r)-0is)BT2414BT(c)-d 6.w (

Page 4 of 5
BOARD OF TRUSTEE RATIFICATION/APPROVAL DATE:

# Independent Contractor Agreement

Page 5 of 5 08/2019