

This Services Agreement (“Agreement”) between West Hills Community College District, a public educational agency (“District”) and ENTER CONTRACTOR (“Contractor”) is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

WHEREAS, it is necessary and desirable that Contractor be engaged by the District for the purpose to performing services hereinafter described; and

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Scope of Service.** Contractor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Attachment(s), and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment(s) are referred to as “Services.” Contractor’s Services will be timely and performed or provided consistent with the profession skill and care of Contractor’s profession and in compliance with all applicable laws and regulations.
- 2. Term.** This Agreement will begin and will be completed by the dates specified in Attachment(s). Completion of the Services, including all deliverables as described in Attachment(s), must be made to the satisfaction of the District.
- 3. Fees and Reimbursements.** Contractor will receive compensation in an amount not to exceed the hourly or project rates shown in Attachment(s) for Services performed. District will pay Contractor all amounts owed within 30 days of receipt of Contractor’s undisputed billing invoice. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
- 4. Licenses and Permits.** Contractor and all of the Contractor’s employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.
- 5. Taxes.** Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor’s sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor’s compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.
- 6. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. If the District furnishes any goods, materials, or equipment to Contractor, Contractor assumes complete liability for those goods, materials, or equipment.



Contractor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction.

7. **Standard Commercial Use.** Contractor, whether manufacturer, supplier, distributor, or retailer, hereby certifies that the types of products and equipment used by Contractor to perform the Services have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Contractor will not deviate from this provision without the express written consent of the District.
8. **Preventative Maintenance and Warranty.** Contractor will perform all full preventative maintenance to keep the equipment in the most efficient mechanical and working condition possible. Contractor agrees to provide adequate training of District personnel to efficiently operate and maintain any products or equipment installed. Contractor warrants all equipment against manufacturing defects for a period not less than one (1) year from the District's date of acceptance, covering parts and labor, unless otherwise indicated. This warranty includes all costs of repair during the warranty period, including transportation costs. Contractor will pass along to the District all manufacturer warranties available.
9. **Compliance with Applicable Laws.** The Services must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. Contractor 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 Contractor, the Services, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
10. **Standard of Performance.** The Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work and provide the Services required of the Contractor by this Agreement.
11. **Independent Contractor.** In the performance of this Agreement, Contractor shall act as an independent contractor. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District except as to the results of the work. Contractor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the Services to be provided under this Agreement. Contractor is not authorized to make any representation, contract or commitment on behalf of the District.
12. **Time of Performance.** Time is of the essence and Contractor shall perform the Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

- 13. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor three days prior to the effective date of termination. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination.
- 14. Ownership of Intellectual Property.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Agreement. Contractor assigns to District any rights Contractor could have, may have, or does have, in the work or the work product performed under this Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, or patent of said matters in the name of the District. Independent Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium.
- 15. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment(s). Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 16. Indemnity.** Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, and subcontractors, including any claim that Contractor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District's sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.
- 17. Insurance Requirements.** Contractor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Contractor and District from any claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:
- a. Commercial General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
 - b. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
 - c. Workers' Compensation. Statutory limits required by the State of California or state where Contractor's employees conduct business.
 - d. Primary Insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
 - e. Waiver of Subrogation. Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the District by virtue of payments of any loss under this insurance.



- f. Additional Insured. Insurance shall name the District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.
- g. Certificate of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District. Contractor shall furnish to the District original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any Services under this Agreement. Contractor will be in material default of the Agreement if it fails to timely furnish these documents to the District.

18. Protection of Confidential Information. Contractor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.

19. ADA/Accessibility. With respect to ADA compliance, the Contractor shall:

- a. Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.1, Level AA (<https://www.w3.org/TR/2020/WDWCAG22-20200811>) specifications.
- b. Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
- c. Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
- d. Prior to contract signing, must present a VPAT or other documentation demonstrating compliance.
- e. Agree to indemnify and hold harmless the West Hills Community College District from and against any claim arising out of its failure to comply with these requirements.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

20. Non-Discrimination Endorsement. Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.

21. Drug-Free Workplace. Contractor is aware of the provisions of California Government Code §§8350, et seq. and by entering into this agreement certifies that Contractor will adhere to, fulfill, satisfy and



discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990. Contractor understands that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

- 22. Fair Employment Practices/Equal Opportunity Acts.** District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment and Housing Act and any other Federal or State law and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
- 23. Provisions Required By Law Deemed Inserted.** Each provision of law and clause applicable to this Agreement, or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.
- 24. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.
- 25. Registration for Public Works.** If Contractor is performing a public work, as defined by California Labor Code section 1720, Contractor must adhere to the requirements of California Labor Code Section 1725.5 (DIR Contractor Registration) as a prerequisite to any work being performed under this Agreement. Contractor shall adhere to the requirements of California Labor Code Sections 1771 through 1776, and to California Education Code Section 81704, when the Services performed by Contractor require compliance with these Sections, including but not limited to, the reporting of certified payroll, payment of prevailing wages and the employment of apprentices. Contractor acknowledges that it shall register, if required, with the California Department of Industrial Relations (DIR) by utilizing DIR's online application registry link located at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
- 26. Advertising.** Contractor shall not use the logo or name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.
- 27. Non-waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.



28. Notice. All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

West Hills Community College District
Attention: Vice Chancellor of Business Services
275 W Phelps Avenue,
Coalinga, CA 93210

For Contractor:

Contact information as referenced in Attachment 1

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

29. Force Majeure. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, pandemic, epidemic, Governmental Authority, state of emergency, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Should such an event take place which allows the Contractor and/or District to continue services under the agreement, Contractor will provide services following the recommendations, as well as description of mandatory safety and health standards, of the California Occupational Safety, Health Administration (Cal/OSHA), and District. Contractor shall also be responsible to monitor and follow Cal/OSHA, Center for Disease Control (CDC), Fresno and Kings Counties, and other applicable association guidelines and ordinances as it relates to the services provided. Contractor may also be required to provide additional documentation to the District such as a "Pandemic Plan."

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

31. 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 the District unless and until District's Board of Trustees has approved or ratified this Agreement.

32. Conflict of Interest and Prohibited Interests. No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit



from the respective bidder or Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Contractor if any such conflict is discovered, and subsequently award to the next preferred vendor.

- 33. Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Contractor. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in Fresno County, California.
- 34. Disputes.** Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute.
- 35. Mediation; Arbitration.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Fresno County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.
- 36. Successors; No Assignment.** 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 may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.
- 37. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 38. Entire Agreement.** This Agreement and Attachment(s) constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.
- 39. Authority.** Each of the Parties and signatories to this Agreement represents and warrants that he or she has the full right, power, legal capacity and authority to sign, enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party.

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



CONTRACTOR:

WEST HILLS COMMUNITY COLLEGE DISTRICT:

Signature

Signature

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Print Name: Shanna Ahrens

Title: Vice Chancellor Business Services

Date: Click or tap to enter a date.

Board Date: Click or tap to enter a date.

ATTACHMENT 1- SCOPE OF WORK

Contractor/Consultant:

CONTRACTOR NAME

ADDRESS

Contact name, number and email address

District Point of Contact:

Jeff Seed, AVC Information Technology

Jeffseed@whccd.edu

Contract Period:

Start Date: February 26, 2025

End Date: May 30, 2025

Responsibilities of the Contractor/Consultant, Scope of Work and Contract Objective:

Provide a Broadband Market Study using the specific requests noted in the RFP within the agreed upon timeline.

Responsibilities of the District:

Provide access to key personnel and be accessible for meetings as needed during regular business hours.

Contract Schedule of Deliverables, Performance Milestones and Proof of Completion:

Reports must be submitted as defined in the RFP.

Rate of Payment:

Click or tap here to enter text. **Per: Project**

Total Cost of Services Not to Exceed: Click or tap here to enter text.

Funding Source:

Payment:

Contractor/Consultant requests for payment via invoice to be sent: Monthly

Services shall be billed to “West Hills Community College District” and become payable after satisfactory completion of services and upon presentation of detailed invoice(s) specifying services being provided. All invoices must be reviewed and approved by the assigned District Point of Contact(s) prior to payment being made to Contractor. Contractor will submit invoices with original receipts to:

West Hills College District
ATTN: Accounts Payable
275 W Phelps Avenue
Coalinga, CA 93210