



COLTON-REDLANDS-YUCAIPA
REGIONAL OCCUPATIONAL PROGRAM
1214 INDIANA COURT
REDLANDS, CA 92374

AGREEMENT FOR SUPPORT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the Colton-Redlands-Yucaipa Regional Occupational Program, hereinafter called "ROP", and _____, hereinafter called "CONSULTANT".

R E C I T A L S

WHEREAS, CONSULTANT is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this agreement and ROP requires these services and advice; and

NOW, THEREFORE, ROP and CONSULTANT mutually agree as follows:

1. Services to be Provided by CONSULTANT

- a. CONSULTANT will render the services described below:

- b. CONSULTANT will commence work under this agreement on or about _____, 20__ and will diligently prosecute the work thereafter. CONSULTANT will complete the work not later than _____, 20__. Upon a showing of good and sufficient cause by CONSULTANT, ROP may, in its discretion, grant such extensions of time as it may deem advisable; provided, however, ROP shall not be obligated to pay CONSULTANT any additional consideration if such an extension of time has been granted, unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as ROP and CONSULTANT shall agree to in writing.

- c. CONSULTANT will perform said services in his or her own way and as an independent contractor in the pursuit of his or her independent calling and not as an employee of ROP; and he or she shall be under the control of ROP as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

- d. If CONSULTANT is a regular employee of a public entity, all services which CONSULTANT renders under this agreement will be performed at times other than CONSULTANT'S regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

2. Services to be Provided by ROP

ROP will prepare and/or furnish to CONSULTANT upon his or her request such information as is reasonably necessary to the performance of CONSULTANT'S work under this agreement.

3. CONSULTANT'S Fee and Payment Thereof

- a. The ROP will pay the CONSULTANT for services rendered in the total amount of _____ dollars (\$_____); OR at the rate of _____ dollars (\$_____) per _____ for no more than _____.
- b. ROP will not withhold federal or state income tax deductions from payments made to CONSULTANT under this agreement if CONSULTANT provides ROP with his/her social security number or a taxpayer ID number (see IRS Form 1099). ROP will provide CONSULTANT and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by the IRS.
- c. ROP will provide CONSULTANT with forms which CONSULTANT will use to request payment under this agreement. For each month of service, the "Request for Payment" forms must be returned to ROP in triplicate and must include CONSULTANT'S signature and social security number or tax identification number.

4. Duration of Agreement

The term of this agreement shall be from _____, 20__, through and including _____, 20__. The term of this agreement may be extended by ROP as provided in paragraph 1.b.

5. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this agreement, ROP determines at its sole discretion that CONSULTANT'S services have become unsatisfactory, or if at any time during the performance of this agreement ROP determines, at its sole discretion, to suspend indefinitely or abandon work under this agreement, ROP shall have the right to cancel this agreement and terminate the performance of CONSULTANT'S services hereunder.

In the event of such cancellation, ROP shall give written notice to CONSULTANT of its intention to cancel two (2) days in advance of the effective date of the cancellation.

- b. If the cancellation is for unsatisfactory performance, ROP shall be obligated to pay CONSULTANT only for those services deemed by ROP to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of ROP's decision to suspend indefinitely or abandon the work under this agreement, ROP shall be obligated to pay CONSULTANT only for those services performed by CONSULTANT through the effective date of cancellation or termination.

6. Successors and Assigns

This agreement shall not be assignable except with the written consent of the parties hereto.

7. Special Provisions

- a. CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to such work. CONSULTANT shall provide workers' compensation insurance or self-insure his/her services and shall show proof of such insurance by providing ROP with a Certificate of Insurance.
- b. If CONSULTANT is an individual, he/she shall complete the certification block on the "Request for Payment" form provided by ROP stating whether or not CONSULTANT is a retired member of the State Teacher's Retirement System of the State of California.
- c. Except as noted elsewhere in this agreement, ROP and CONSULTANT mutually agree that any written material or any copyrightable work of any nature created by CONSULTANT pursuant to this agreement shall be considered a "work made for hire" and ROP the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that ROP shall own all of the rights comprised in the copyright of said written material or copyrightable work.
- d. This agreement may be amended by the mutual written consent of the parties hereto.

8. Hold Harmless

CONSULTANT hereby agrees to save and hold harmless ROP and its departments, agencies, officers or employees from all sums which ROP or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CONSULTANT and caused by any error, omission or act of CONSULTANT or any person employed by him or her or of any others for whose acts CONSULTANT is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and

reasonable attorney's fees. CONSULTANT shall provide a Certificate of Insurance for liability insurance naming ROP as additionally insured while CONSULTANT performs services at ROP sites.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Consultant Name (Print/Type)

Consultant Social Security No./Tax ID Number

Consultant Signature

Signature / CRY-ROP Superintendent

