

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
PERFORMANCE AGREEMENT**

Revised June 20th, 2024

This agreement is made and entered into on this _____ day of _____, _____, at San Diego, County of San Diego, State of California, by and between the San Diego Community College District, hereinafter called the District, and _____, hereinafter called the Contractor. In consideration of mutual promises and agreements of the parties, as herein set forth, the Contractor agrees to the performance as described below:

1. Topic of Event: _____

2. Description of Event Content: _____

3. Location of Event: _____

4. Date/time of Event: _____

5. The District agrees to pay and the Contractor agrees to accept the following as full compensation for provision of the services outlined herein.

Honorarium:	\$ _____
Travel Expense:	\$ _____
Hotel Expense:	\$ _____
 TOTAL:	 \$ _____

6. **PAYMENT TERMS:** Net 30 following completion of service and submission of a valid invoice for the Contractor provided as described above.

7. Contractor agrees to be solely responsible for the content of the performance and agrees that no part of the performance poses a risk to the attendees or the District. Further, Contractor agrees to indemnify and to hold free and harmless the District, its officers, agents and employees from all loss, liability, damages, costs, or expenses that might at any time arise or be asserted against the District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance.

8. The District agrees to prevent to the best of its ability the unauthorized photography, filming, broadcasting, recording or reproduction by radio, television or any device of the Contractor for commercial purposes without written permission of the Contractor.

9. Neither the Contractor nor the District shall be liable for failure to perform the Contractor, if such failure is caused by or due to the physical disability of the Contractor or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, accidents or calamities of nature or any cause beyond the control of Contractor or District.

10. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof at least ten days (10) before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described herein, at the option of the District, shall become its property. If the Agreement is terminated by the District as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.

11. **CHANGES.** The District may from time to time, require changes in the scope of the services of the Contractor be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the District and the Contractor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after signature and approval by Purchasing and Contract Services department and issuance of a change order.
12. **ASSIGNABILITY.** The Contract shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the District thereto; provided, however, that claims for money due or to become due to the Contractor from the District under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the District.
13. **INTEREST OF CONTRACTOR.** The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
14. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the address set forth above.
15. **INSURANCE.** Without limiting or diminishing the Contractor's obligation to indemnify or hold the District harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Purchase Order or Agreement:
 16. **WORKER'S COMPENSATION INSURANCE.** If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the San Diego Community College District, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
 17. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the San Diego Community College District, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit/\$2,000,000 annual aggregate.
 18. **VEHICLE LIABILITY.** If vehicles or mobile equipment are used in the performance of the obligations under this Purchase Order or Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Purchase Order or Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the San Diego Community College District, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

19. **GENERAL INSURANCE PROVISIONS - ALL LINES.**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the District Risk Manager before the commencement of operations under this Purchase Order or Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the District, and at the election of the District's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Purchase Order or Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the San Diego Community College District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the San Diego Community College District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Purchase Order or Agreement shall terminate forthwith, unless the San Diego Community College District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the District has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The District's Reserved Rights--Insurance. If, during the term of this Purchase Order or Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the District reserves the right to adjust the types of insurance required under this Purchase Order or Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Purchase Order or Agreement.

g) The insurance requirements contained in this Purchase Order or Agreement may be met with a program(s) of self-insurance acceptable to the District.

20. **PROFESSIONAL LIABILITY INSURANCE (If applicable):** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Purchase Order or Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Purchase Order or Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Purchase Order or Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Purchase Order or Agreement.
21. **INDEPENDENT CONTRACTOR.** The Contractor is, for all purposes arising out of this Agreement, an independent contractor and no employment of the Contractor is ever assumed or presumed, for any/all purposes in all applications and/or interpretations.
22. **DEBARMENT.** By signing this agreement, Contractor certifies that it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from providing services by and federal, state, or local governmental departments or agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

DISTRICT

San Diego Community College District
 3375 Camino del Rio South
 San Diego, CA 92108-3883

CONTRACTOR

 District Project Manager (Print)

 Authorized Representative (Print)

 Signature Date

 Signature Date

Campus: _____

 E-Mail Address

 District/Campus Chair and/or Dean (Print)

 Signature Date

 Kelly Rosas, Manager Date
 Business Services