

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

**GUEST SPEAKER SERVICES AGREEMENT
[INSERT TOPIC OF PRESENTATION]**

[INSERT CONTRACTOR'S NAME]

[INSERT EFFECTIVE DATES]

This Guest Speaker Services Agreement ("Agreement") is between Mt. San Antonio 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 (as defined below) required by this Agreement, which shall be performed in accordance with the terms and conditions of this Agreement.

2. **DUTIES AND OBLIGATIONS.** The services to be provided by Contractor under this Agreement shall include a Presentation as follows ("Work"):

- A. **Topic:** **[INSERT TOPIC OF PRESENTATION]**
- B. **Speaker:** **[INSERT NAME OF SPEAKER]**
- C. **Location:** **[INSERT LOCATION]**
- D. **Date(s):** **[INSERT DATE(S)]**
- E. **Time(s):** **[INSERT TIME(S)]**

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. If the Contractor is unable to appear at the Presentation, this Agreement shall be deemed cancelled and terminated and no payment will be made by the District. Any termination of this Agreement during the Term shall be in accordance with the following:

- A. **Termination for Convenience.** During the Term of this Agreement, District may terminate this Agreement at any time at its convenience and without cause, upon providing Contractor at least ten (10) days written notice before the effective date of termination. Upon such termination by District, Contractor shall only be entitled to payment for all Work provided, rendered, and received by District prior to the date of termination and in no event shall Contractor be entitled to any payment or reimbursement as the result of District's termination.
- B. **Other Grounds.** Notwithstanding any provisions in this Agreement, District, at District's sole discretion and upon written notice to Contractor, shall have the right to terminate this Agreement effective on the date stated in District's written notice in the event District determines, at its sole discretion, that Contractor (i) is unable or unwilling to perform the Work or meet any obligation or duty as described or made necessary by the Agreement, (ii) changes the nature of its business so that it is not compatible with the mission or needs of the District or is involved in any incident or activity which embarrasses, creates unwelcome scrutiny or attention, or otherwise causes or threatens harm to the reputation of the District, or (iii) fails to comply with federal, state, and/or local laws applicable to Contractor's performance of the Work under this Agreement.

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.** District will reimburse authorized travel, including airfare, car rentals, hotel, meals, parking, etc., with accompanying original receipts, not to exceed **[Expense Reimbursement Amount (Spelled Out)] Dollars (\$[Expense Reimbursement Amount])** ("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 itemized receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. Invoices must be emailed to AccountsPayable@mtsac.edu and shall include the invoice date, date(s) of service(s), District's Purchase Order number (if available), and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to 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%). 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 and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

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 and shall survive the termination of this Agreement.

9. **TRANSPORTATION.** Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. 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 for which the Contractor shall indemnify the District in accordance with Section 9 above.

10. **EMPLOYMENT WITH PUBLIC AGENCY.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

11. **PUBLIC RETIREMENT SYSTEM RETIREES.** Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).

CalSTRS or CalPERS: _____ Agency Retired From: _____ Date Retired: _____ D.O.B.: _____

12. **ORIGINALITY OF SERVICES.**

- A. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- B. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

13. **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. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the provision of Work, allocation of benefits, accommodation in facilities, employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, genetic information, nationality, national origin, ancestry, pregnancy, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation, military or Vietnam-era veteran status, or any other characteristic protected by law.
- C. 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.
- D. Independent Contractor. In the performance of the Work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Work, District being interested only in the results obtained. 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.
- E. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.
- F. 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.
- G. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the Mt. San Antonio Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.
- H. Force Majeure. Neither Party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, governmental restrictions or regulations, epidemics or pandemics, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either Party's performance is rendered impossible, the Parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.
- I. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent via electronic mail or by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

District: Mt. San Antonio Community College District
Attn: Contracts

1100 N. Grand Ave.
Walnut, CA 91789

Contractor: **[INSERT CONTRACTOR'S NAME]**
 Attn: [IF BUSINESS INSERT CONTRACT PERSON'S NAME]
 [INSERT ADDRESS]
 [INSERT CITY, STATE, ZIP]
 Phone: [INSERT PHONE NUMBER]
 Email: [INSERT EMAIL ADDRESS]

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.

J. 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 2.b. 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.

K. 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.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

M COMMUNITY COLLEGE DISTRICT

BY: _____
Signature of Authorized Representative

BY: _____
Signature of Authorized Representative

Print Name _____

Print Name **[INSERT EXECUTIVE CABINET MEMBER NAME]**

Print Title _____

Print Title **[INSERT EXECUTIVE CABINET MEMBER'S TITLE]**

Date _____

Date _____

District's Board of Trustee's Approval/Ratification Date _____

District Initiating Department

District Contract #

[INSERT DISTRICT INITIATING DEPARTMENT]

[INSERT CONTRACT #]