



## STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. **Your signature means you've read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which **must include the contract number** we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will 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 Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
  - 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES.** You will indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you to the fullest extent allowable by law. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
9. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** You will defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
10. **INSURANCE.** Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.
  - 10.1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, major change in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if a) you have no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.
  - 10.2. **General and Automobile Liability Insurance.** Your *general liability* insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by you in the indemnity and hold harmless provisions of the Indemnification Section(s) of this Agreement between you and the County. The *automobile liability* insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. The County of Santa Barbara, its officers, employees, and agents shall be **Additional Insured status** on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. **A copy of the endorsement evidencing that the County has been added as an additional insured on the policy, must be attached to the certificate of insurance.** The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory." *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract.* The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
11. **PROFESSIONAL LIABILITY INSURANCE.** For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.*

12. **COMPLIANT COVERAGE.** In the event the you are not able to comply with the our insurance requirements, the County may, at its sole discretion and at the your expense, provide compliant coverage
13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of Insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of Insurance are at all times available in the Purchasing office as a **condition precedent to any payment by County** under this Contract. Our approval of any insurance shall neither relieve nor decrease your liability under this Contract.
14. **PERIODIC REVIEW OF INSURANCE.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
15. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
18. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 19.
- 18.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
- 18.2. *Payment.* We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
19. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. **Failure to comply may result in your vehicle being ticketed or towed without notice.** Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
23. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.