

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 by and between the Imperial Community College District (hereafter “DISTRICT”), and Reliance Public Relations, Inc., (hereafter “CONSULTANT”)

WITNESSETH

WHEREAS, the DISTRICT needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the DISTRICT with professional public relation services; and

WHEREAS, CONSULTANT has the requisite skill, training, qualifications, and experience to render such services called for under this Agreement to DISTRICT.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I SCOPE OF SERVICES

CONSULTANT shall assist the DISTRICT with public relations services that can include the following:

1. Development of strategic public relations goals and objectives;
2. Development of advertising campaigns and public service announcements;
3. News writing services and photography as needed;
4. Media relations, including research, writing and release of news releases as well as coordination of media coverage of campus events and issues;
5. Media training as necessary for IVC Board, administrators, faculty and staff;
6. PR strategy development for issues that may arise;
7. Serve as counsel in disaster or emergency situations;
8. Consult with campus committees as mutually agreed upon with the DISTRICT;

9. Community and governmental relations, including assistance to administrators and other faculty and staff in seeking out and developing partnerships with community organizations to further the goals of Imperial Valley College programs;
10. Assist as mutually agreed upon with displays at community events, such as the California Midwinter Fair;
11. Assist, as requested, in editing duties for campus publications and documents;
12. Accomplish other projects as assigned by the IVC President's office.

**II
TERM OF THIS AGREEMENT**

Subject to the termination provisions of Article X, the term of this Agreement shall be July 1, 2019 to June 30, 2020.

**III
SCHEDULE OF PERFORMANCE**

The services of CONSULTANT are to be completed according to a mutually agreed upon schedule as set from time to time during the term of this Agreement.

**IV
COMPENSATION**

CONSULTANT, at their sole cost and expense, may secure such other persons as, in the opinion of CONSULTANT, are needed to comply with the terms of the Agreement, and if such persons are retained by CONSULTANT, such persons shall be fully qualified to perform such services. The compensation to be paid to CONSULTANT includes payment for securing of such other persons.

V
METHOD OF PAYMENT

DISTRICT agrees to pay CONSULTANT an hourly fee of \$100.00, up to \$15,000.00 from July 1, 2019 to June 30, 2020.

Payment of CONSULTANT shall be made as follows:

- a. DISTRICT shall make payments in accordance with the invoice submitted by CONSULTANT on a monthly basis. Invoices will be submitted by the first of each month.
- b. Additional Services: Payments for any services requested by the DISTRICT during the term of this Agreement and not included in the CONSULTANT services identified with section I above, shall be paid as agreed to between the parties at the time additional services are requested.
- c. Mileage reimbursements will be set in accordance with rates established by the DISTRICT. CONSULTANT will charge mileage only for travel out of Valley on DISTRICT business or for extra ordinary in-county travel as mutually agreed upon with DISTRICT.

VI
INDEPENDENT CONTRACTOR

It is understood and agreed that CONSULTANT, in performance of the work and services agreed to be performed by CONSULTANT, shall act as, and in fact be, an independent contractor and not an employee of the DISTRICT, and as an independent contractor, shall obtain no right to retirement benefits or any other benefits which accrue to DISTRICT'S employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

**VII
ASSIGNABILITY**

CONSULTANT shall not assign or transfer any interest in Agreement nor the performance of any of CONSULTANT'S obligations hereunder without the prior written consent of DISTRICT.

**VIII
INSURANCE**

- a. CONSULTANT shall maintain in full force and effect for the term of this Agreement automobile insurance, and commercial general liability insurance with an insurance carrier and in an amount satisfactory to DISTRICT.
- b. In accordance with the provisions of Section 3700 of the Labor Code, CONSULTANT shall be insured against liability for Worker's Compensation or undertake self-insurance. CONSULTANT agrees to comply with such provisions before commencing performance of any work under this Agreement.
- c. CONSULTANT shall not perform any work under this Agreement until CONSULTANT has obtained the required insurance.

**IX
NONDISCRIMINATION**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color creed, national origin or disability in connection with or related to the performance of this Agreement.

**X
TERMINATION**

- A. DISTRICT and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

- B. The DISTRICT'S Superintendent/President is empowered to terminate this Agreement on behalf of DISTRICT.
- C. In the event of terminations, CONSULTANT shall be paid in full for services performed and reimbursable expenses, incurred to the date of termination.

XI INDEMNIFICATION

CONSULTANT agrees to and does hereby indemnify and hold harmless the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense rising out of (1) or (2) above, sustained by CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract upon or in connection with the services called for in this Agreement, however, caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- B. Any injury to or death of any person(s), including the DISTRICT'S officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT'S

property, except for liability for damages which result from the solve negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

C. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

D. The CONSULTANT, at CONSULTANT’S expense, cost, and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its Board of Trustees, officers, agents, or employees on any such claim, demand, or liability arising out of or in any way connected with any services covered by this Agreement, and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its Board of Trustees, officers, agents, or employees in any such action, suit, or other proceeding as a result thereof.

XII COMPLIANCE WITH LAWS

CONSULTANT and DISTRICT shall comply with all applicable laws ordinances, codes, and regulations of the federal, state, and local governments.

XIII GOVERNING LAW

DISTRICT and CONSULTANT agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of Imperial.

**XIV
PRIOR AGREEMENTS AND AMENDMENTS**

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by written amendment.

**XV
WAIVER**

CONSULTANT agrees that waiver by DISTRICT of any one or more of the conditions of performance under this Agreement shall not be construed as a waiver of any other condition of performance under this Agreement.

**XVI
NOTICES**

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other addresses as may be designated by written notice by the parties:

DISTRICT

Martha O. Garcia, Ed.D.
Superintendent/President
Imperial Valley College
380 E. Aten Road
Imperial, CA 92251
(760) 355-6219

CONSULTANT

Bill Gay
Reliance Public Relations, Inc.
P.O. Box 1944
El Centro, CA 92244
(760) 427-2314 or (760) 693-5330

**XVII
EXECUTION**

The undersigned acknowledge having read and understood the foregoing, and receipt of a duplicate original.

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

DISTRICT

CONSULTANT

Date: _____

Date: _____

By: _____

By: _____

Martha O. Garcia, Ed.D.
Superintendent/President

Bill Gay, President