
CONTRACT FOR SERVICES

THIS AGREEMENT is entered into between Santa Clara County Open Space Authority (“Authority”) and **[INSERT NAME]** (“Contractor”) effective **[INSERT START DATE]**. The term of this Agreement shall end upon completion of the Scope of Services described below.

1. Scope of the Contract.

- a. During the term of this Agreement, Contractor shall provide **[DESCRIBE SCOPE OF SERVICES]**. Contractor agrees to utilize his/her professional skills and best efforts in the performance of the services. Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement to any persons or entities without the prior written consent of the Authority.
- b. The Authority shall compensate Contractor for services performed by Contractor as follows: **[INSERT PAYMENT TERMS]**.

2. Contractor as Independent Contractor.

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Authority. The Authority shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement; however, the Authority shall not have the right to control the means by which Contractor accomplishes the results required under this Agreement. Contractor is responsible for all insurance and all taxes, charges, fees, benefits or contributions required to be paid or withheld on behalf of Contractor.

3. Nondiscrimination

During the performance of this Agreement, Contractor agrees that Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, age (over 40), or veteran status.

4. Indemnification

Contractor agrees to indemnify, hold harmless, defend and protect the Authority, its officers, Directors, agents, employees, invitees from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys’ fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor, including, but not limited to, Contractor’s occupation and use of the Authority premises and facilities regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the Authority, its officers, directors, agents or employees. Contractor hereby waives all claims and recourse against the Authority, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases the Authority from any liability relating to or in any way connected to Contractor’s activities or Contractor’s use of the Authority’s premises or facilities, unless injury or damage is caused by the sole negligence or the

intentional and willful misconduct of the Authority, its officers, directors, agents or employees. The provisions of this section shall survive the termination or expiration of this Agreement.

5. Insurance.

Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to the Authority:

- a) If Contractor has or will have employees during the term of this Agreement, Workers' Compensation as required by law, and Employer's Liability with limits of \$500,000 per occurrence; and
- b) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount OF \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- c) Automobile Liability (bodily injury and property damage) in the minimum amount required by the State of California.
- d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

Such insurance coverage shall be "occurrence coverage" insurance and shall be primary coverage as respects the Authority and any insurance or self-insurance maintained by the Authority shall be in excess of Contractor's insurance coverage and shall not contribute to it. The Authority, its officers, officials, employees and volunteers are to be covered as additional insureds. The coverage shall contain no special limitations on the scope of the protection afforded to the Authority, its officers, officials, employees or volunteers. Contractor shall furnish the Authority with certificates of insurance and with original endorsements effecting coverage required by this clause.

6. Licenses and Permits

Contractor represents and warrants to the Authority that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice Contractor's profession and will keep the same in effect during the term of this Agreement.

SANTA CLARA COUNTY
OPEN SPACE AUTHORITY

[INSERT]

General Manager

