

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

6340

CONTRACTS

GENERAL CONTRACTS

A. Authority to Contract

The authority to contract for goods and/or services is vested in the Board of Trustees. Authority to contract prior to Board ratification may be delegated by the Board. However, all contracts and/or agreements require Board approval or ratification for payments to be processed. The authority to contract includes the amendments, extensions or addendums. The Board shall designate those individuals who are authorized to sign contracts. Contracts and/or agreements signed by any individual other than those authorized by the Board are not valid or binding on the District. All contracts are subject to the requirements of federal and state codes and regulations. All contracts are between the San Bernardino Community College District and the contracting agency. Individual colleges, programs or departments may not directly enter into a contract agreement.

1. While approval authority may be delegated by the Board, payments on contracts may not be authorized until the contract is ratified by the Board.
2. Contracts that exceed the amounts specified in Public Contracts Code 20651 shall require prior approval by the Board.
3. Contracts for fiscal audit, legal services, and other professional services/consultants shall require prior approval by the Board except in the unusual situation that it is deemed in the best interest of the District by the Chancellor to retain said services on an emergency basis prior to a Board meeting. Any such contract issued under these circumstances shall be brought forward to the Board of Trustees for formal approval at the next available Board meeting.
4. Except as defined in numbers 2 and 3 above, contracts shall not require prior approval by the Board and shall be presented at the next available Board meeting for ratification.

B. Contract Review and Approval

All contracts are reviewed and processed for Board approval or ratification through the District Business Office. Contracts may require additional legal review. Review procedures must be completed before any contract is submitted for approval. Any unauthorized individual who signs a contract or agreement will be personally responsible for the value of the contract.

C. Supporting Documentation

Contracts submitted for review and approval should be accompanied by a purchase requisition if appropriate. Contracts for construction, transportation, or large scale maintenance may require a certificate of liability insurance, certificate of Workers' Compensation coverage, permits, licenses, or bonds.

D. Contract Format/Negotiations

The District Business Office can provide assistance in developing a contract. Contracts must be prepared with great care and protect the District in its dealings. Some contracts

require negotiations as to the terms and conditions of the contract between the District and the contracting agency. Many vendors use their own contract format that is always subject to review and/or modification by either party prior to approval.

CONSULTING SERVICES

A. Definition

A consultant is an individual or firm who is responsible to the District for the results of certain work but is not subject to the District's control as to the means and methods of accomplishing the results. A consultant is an independent contractor who receives no District-paid benefits, is not covered by District insurances, generally provides all tools and materials, has a place of business and a business listing in a directory where the services are offered to the general public, agrees to perform specific services for a fixed price and is free to work for one or more clients during any given period.

B. Conflict of Interest

The District will not complete a contract with a consultant with the intent of delegating decision making authority on behalf of the District. In the event that an extenuating condition exists where a consultant is given this authority, they will be subject to compliance with the conflict of interest regulations of the District by filing an appropriate "Conflict of Interest Form."

C. Employees as Consultants

An individual cannot be both a District employee and an independent contractor with the District at the same time unless it can be clearly demonstrated that the work being performed as a consultant has no relationship to work being performed as a District employee and such work cannot be construed as falling within the broad definition of the individual's job description or classification as an employee. Any District employee hired as a consultant on a District-related project is considered an "employee" for payroll purposes and payment for services is subject to appropriate tax withholding.

C. Contracts

Each consultant will have an approved agreement or contract on file in the District Business Office prior to beginning the service that has been negotiated through the District's contracting process.

