



An agreement between

FIRE SERVICES TRAINING INSTITUTE
&
XXX

FOR INSTRUCTOR SERVICES

DATE XXX



INTRODUCTION

This represents an agreement between the FIRE SERVICES TRAINING INSTITUTE (FSTI), a California non-profit, public benefit corporation, and XXX (INSTRUCTOR) as an independent contracted instructor for FSTI.

POINTS AND AUTHORITIES

FSTI is a California non-profit, public benefit, state and federally Tax-exempt Corporation with the rights, privileges and benefits of such. FSTI is doing business as Alertar y Preparar LISTOS. This program is funded by the U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) grant 2016-00102 through the Governor's Office of Emergency Services (CalOES).

SCOPE OF INSTRUCTION

You agree to the following:

- INSTRUCTOR shall work to provide the services outlined below. Notwithstanding anything to the contrary contained herein, FSTI and INSTRUCTOR may mutually agree, in writing, upon changes within the general Scope of Services.
- INSTRUCTOR will aid in the daily operations of the statewide pilot program by working directly in targeted communities to empower community leaders to facilitate outreach to Latino populations through a series of Listos Train-the-Trainer (TTT) workshops.
- INSTRUCTOR will organize, facilitate and implement Listos Train-the-Trainer workshops in the field as scheduled by the Deputy Program Manager & Lead Trainer.
- INSTRUCTOR will monitor and evaluate the effectiveness of Listos programs, working in conjunction with the Deputy Program Manager & Lead Trainer within the evaluation parameters established by the Train-the-Trainer program.

As part of this Agreement, and INSTRUCTOR who is a private individual not employed by a public agency or contracted organization that is contracted as independent contractors shall provide in addition to any other required documentation the following:

1. Proof of liability insurance coverage to be reviewed and approved by FSTI prior to performance of services.
2. Possession of a valid drivers' license.
3. Not a convicted felon or sex offender. .

SCOPE OF FSTI DELIVERABLES

FSTI agrees to provide the following:

- All reasonable and related expenses incurred in fulfilling the tasks outlined herein;
- All reasonable and related travel expenses for INSTRUCTOR , including airfare, ground transportation, lodging, food, phone charges, parking, tolls, gas and mileage, as related to necessary FSTI or *Alertar y Preparar LISTOS* activities; and
- Timely remittance of fees and expense reimbursement of expenses as outlined below.
- Participate in a comprehensive FSTI orientation and overview of *Alertar y Preparar LISTOS* mission, goals, and culture.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that FSTI and INSTRUCTOR are separate parties and no conflict of interest exists between the two. It is further understood and agreed that the INSTRUCTOR is responsible for all taxes relating to income from this agreement. Neither party assumes the responsibilities of the other except as may be defined by this agreement.

FSTI provides insurance for instructors. You agree to provide the necessary information prior to your first class to FSTI for this coverage.

TERMS and CONDITIONS

INSTRUCTOR is a contracted volunteer and understands and agrees that there is no compensation for services provided. INSTRUCTOR shall be reimbursed for all reasonable and related expenses as indicated above and agreed upon in advance of the assignment and within the guidelines of the grant.

INSTRUCTOR shall submit invoices to FSTI in addition to any specified program documentation after each workshop during the contract period. Fees and expenses shall be invoiced by INSTRUCTOR only. No other costs are authorized or will be paid by FSTI unless prior approval is received.

The Program Manger reserves the right to change the date and time of your presentation based on the needs of the client.

FSTI reserves the right to withhold payment pending the receipt of an IRS W-4, I-9, insurance information, and/or a signed Agreement.

Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between FSTI and INSTRUCTOR , or any co-worker or contractor of INSTRUCTOR , nor shall this Agreement be construed to make the parties partners, joint ventures, representatives or agents of each other, nor shall either party so represent to any third person. The parties hereunder are acting in performance of this Agreement as independent contractors engaged in the operation of their respective businesses. A party's co-workers, agents, or representatives are not employees or agents of the other party and are not entitled to any of the other party's benefits. Neither party shall be responsible for payment of the other party's workers' compensation, disability benefits or unemployment insurance, nor shall it be responsible for

withholding or paying employment related taxes for the other party or its co-workers. Except as agreed to in writing by FSTI, INSTRUCTOR shall not subcontract the performance of any services. INSTRUCTOR agrees to work cooperatively with co-workers of the *Alertar y Preparar LISTOS* team, as well as with independent contractors, service providers and community members.

CONFIDENTIALITY

The parties acknowledge that in the performance of the services outlined in this Agreement, INSTRUCTOR may have access to highly confidential information regarding FSTI, partners and affiliates. Except as necessary or appropriate in the performance of this Agreement, as required by a court of competent jurisdiction, by a regulatory agency or otherwise by law, or as authorized in writing by FSTI, INSTRUCTOR shall not disclose to any person, institution, entity, company, or any other party, any confidential or proprietary information of FSTI, the Orfalea Family, its partners, affiliates or its directors, officers or co-workers received under this Agreement.

CONFLICTS of INTEREST

FSTI acknowledges that INSTRUCTOR may provide similar services for a broad range of other clients and agrees that INSTRUCTOR shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by FSTI under the terms of this Agreement.

MARKETING AND PUBLIC RELATIONS

INSTRUCTOR and FSTI both reserve the right to publicize their work independently in marketing and public relations materials, including but not limited to, print and online project treatments, press releases, and inclusion of your name on the FSTI website. You are authorized to use the FSTI name and logo for the exclusive purpose of promoting your services in meeting your obligations of this agreement.

ENTIRE AGREEMENT

This document constitutes the entire agreement between FSTI and INSTRUCTOR. There are no understandings or agreements relative hereto other than those that are expressed herein, and no change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is to be enforced.

LIMITATION OF LIABILITY

The cumulative liability for all claims whatsoever related to this agreement, including any cause of action involving a contract, tort, or strict liability, shall not exceed the total amount of all services provided by either party. This limitation of liability is intended to apply to all claims of FSTI or you without regard to which other provisions of the agreement have been breached or have proven ineffective.

CONSEQUENTIAL AND SPECIAL DAMAGES

In no event shall INSTRUCTOR or FSTI be liable for any loss of profits; any incidental, special exemplary or consequential damages; or any claims or demands brought against FSTI or you. This limitation on damages and claims is intended to apply to all claims against INSTRUCTOR and/or FSTI without regard to which other provisions of this agreement have been breached or have proven ineffective.

COPYRIGHTED MATERIAL AND/OR REGISTERED TRADEMARKS and OWNERSHIP

FSTI asserts and warrants that it has full right, license and authorization for the reproduction and publication of the materials furnished in the development of this project. FSTI will enforce its rights relating to any and all liability, loss, damages, costs and expenses, including but not limited to attorney's fees, which they may incur or be required to pay by reason of any use of any copyrighted, registered or protected materials.

INSTRUCTOR shall not be considered a co-author or co-owner of any produced materials produced or preserved by INSTRUCTOR in connection with this Agreement, in any tangible medium including but not limited to program materials, branding, reports, manuals, outlines, narratives, websites, photographs, digital information, video tape productions, films, pictures, art, paintings, artistic renderings or audio and/or video recordings. Both FSTI and INSTRUCTOR shall have the right to reproduce, copy, distribute, display or otherwise use or disseminate the FSTI *Alertar y Preparar LISTOS* produced materials or any part thereof.

Notwithstanding the foregoing, no FSTI employee, agent, volunteer or contractor shall be entitled to any compensation, remuneration, royalties, issues, rents, profits, proceeds or the like, that from the reproduction, distribution, licensing, exhibition, use and/or exploitation of the produced materials created under this Agreement or any derivate work created, produced or developed there from any third party. FSTI may bill for additional expenses that may be incurred during the scope of any agreement between FSTI and a client in the execution of an *Alertar y Preparar LISTOS* training agreement.

ADDITIONAL CONSIDERATIONS

While contracting with FSTI, INSTRUCTOR will be publicly representing and acting on behalf of FSTI during meetings and communications with other organizations, foundations, schools and the general public. INSTRUCTOR agrees to represent and uphold the mission and goals of FSTI with the public. INSTRUCTOR is required to attend *Alertar y Preparar LISTOS Train the Trainer* orientation and overview as provided by FSTI management.

FSTI shall save and hold harmless INSTRUCTOR from and against any and all claims, suits, actions, losses, damages obligations, liabilities or expenses of any kind or nature whatsoever, including attorney's fees and court costs, arising out of or related in any manner to the use by FSTI of the Produced Materials or a breach of any obligation of FSTI under this Agreement (collectively "Claims"); provided however, FSTI shall not be obligated to INSTRUCTOR for Claims arising out of the negligent or willful misconduct of INSTRUCTOR or INSTRUCTOR's independent contractors.

INSTRUCTOR shall save and hold harmless FSTI and their partners, affiliates, officers, directors and co-workers from and against any and all claims, suits, actions, losses, damages obligations, liabilities or expenses of any kind or nature whatsoever, including attorney's fees and court costs, arising out of or related in any manner to the use by INSTRUCTOR of the Produced Materials or to a breach of this Agreement, the negligent or willful misconduct of INSTRUCTOR or INSTRUCTOR's independent contractors (collectively "Claims").

The failure of either party in any one or more instances to enforce one or more of the terms and conditions of this Agreement or to exercise any of its rights or privileges, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

In the event that any of the parties must resort to legal action, including arbitration, in order to enforce the provisions of this Agreement or to defend such suit, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit.

TERMINATION CLAUSE

This agreement is valid for FY 2018 and FY 2019 only and shall expire in its entirety on December 31, 2019. It may be canceled by either party with a 10-day written notice to the other by certified US mail. Either party may ask to amend the terms or conditions of this agreement with a 10-day written notice to the other by certified US mail. Nothing within this paragraph shall prohibit either Party from renewing this or any future Agreement upon mutual agreement.

INSTRUCTOR'S and FSTI'S obligations under Scope of Services shall terminate upon the termination of this Agreement; provided however, the duties of confidentiality of the parties and ownership of Produced Materials under this Agreement shall survive the termination of the Agreement. This Agreement may be terminated earlier at any time during the term, at will and without cause and for any reason, by FSTI or INSTRUCTOR, upon at least 30 days' written notice prior to the proposed earlier date of termination.

CONTROLLING LAW

This Agreement shall be governed by the laws of the State of California. The invalidity or unenforceability of any provision of this agreement shall not affect the validity of any other provision. Venue for any action shall be in the County of Santa Barbara, State of California.

NOTICE

Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth at the bottom of this agreement or to such other address as one party may have furnished to the other in writing.

ASSIGNMENT

Neither party may assign or transfer this agreement without the prior written consent of the other. I understand and agree to the terms and conditions of this agreement:

CONCLUSION

This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

The undersigned do hereby agree to abide by the terms of this Agreement as contained herein:

For INSTRUCTOR:

Signature: _____ Date: _____

Title: _____

For FIRE SERVICES TRAINING INSTITUTE
dba: *Alert y Preparar LISTOS*:

Signature: _____ Date: _____
Liliana Encinas, Program Manager

Signature: _____ Date: _____
Michael S. Williams, President-Executive Director