

AGREEMENT FOR SERVICES PROCEDURES

Cedar Hill ISD Policy, CH (LEGAL) and CH (LOCAL), establishes purchasing and acquisition procedures for the District. The policy covers a broad range of procurements including supplies, equipment, construction, and contractors. It delegates to the Superintendent or his/her designee the authority to approve and make budgeted purchases up to \$50,000. Purchases that cost or aggregate \$50,000 or more require Board approval.

The following procedures are designed to outline the steps required in contracting for services:

1. A completed Agreement for Services contract form is required for all contractors **before** services are rendered. Pursuant to CHISD Policy CJA (LEGAL), contractor shall give notice to the District if the contractor or an owner of the business has been convicted of a felony. In addition, should contractor's duties be ongoing and require direct contact with students, contractor shall submit to a national criminal history background check.
2. The original Agreement for Services signed by the contractor (three originals), along with a copy of the contractor's resume or other proof of expertise, a completed W-9, all necessary Certificates of Insurance and Conflict of Interest Questionnaire should be forwarded to the Business Office for approval. A funding budget code **must** be referenced on the contract agreement. Agreements valued over \$5,000 should have three quotes and must be notarized. Section 18 may not be applicable to all Agreements for Services. Contractor's proposal must be attached as Exhibit "A".
3. The Superintendent will sign all contracts up to \$50,000. Only the Board of Trustees may approve contracts that cost or aggregate \$50,000 or more.
4. A copy will be filed in the Business Office and two (2) copies will be returned to the originator. A signed copy of the completed Agreement for Services should be mailed to the consultant and the second copy retained by the originator.
5. No consulting work may be started until the Agreement for Services is signed by the Superintendent or approved by the Board of Trustees. ***No payment for services will be made by the District if the contract has not been pre-approved.***
6. After the Agreement for Services has been approved, each campus or department is responsible for completing a purchase order to pay the contractor for the services rendered. Please attach an invoice from the contractor for back up to the purchase order and send it to the Business Office for processing. Payment to the contractor will be processed according to the Business Office pay schedule.

AGREEMENT FOR _____ SERVICES

This Agreement for _____ Services (the “Agreement”) is made and entered into this the ____ day of _____, 201__, by the **Cedar Hill Independent School District** (hereinafter called the “District”), _____, a Texas _____ (hereinafter called the “Contractor”).

WITNESSETH:

WHEREAS, the District is seeking services for _____ (“Services”); and

WHEREAS, Contractor submitted a proposal to provide Services, such proposal is attached as Exhibit A; and

WHEREAS, District desires and finds it is in the best interest of the District to hire Contractor to provide Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to complete the Project.
2. Agreement Documents.
The “Agreement Documents”, as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:
 - A. This Agreement; and
 - B. The Proposal attached hereto as Exhibit “A”.

This Agreement shall incorporate the terms of Exhibit “A” in its entirety. To the extent that Exhibit “A” is in conflict with provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Entire Agreement.
The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement

Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

4. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents. Contractor shall provide general liability and other insurance when performing within the parameters of the Agreement Documents. The insurance required shall be written by an insurance carrier having an “A” VIII rating or better by A.M. Best and shall be written in limits as follows:

A. Commercial General Liability (including Premises- Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage):

(1)	General Aggregate	\$2,000,000
(2)	Products Comp/Ops. Aggregate	\$1,000,000
(3)	Personal & Adv. Injury	\$1,000,000
(4)	Each Occurrence	\$1,000,000
(5)	Per Project Aggregate	\$2,000,000

B. Workers Compensation Coverage & Employers Liability:

(1)	Each Accident	\$1,000,000
(2)	Disease-Policy Limit	\$1,000,000
(3)	Disease-Each Employee	\$1,000,000

C. Automobile Liability:

(1)	Owned/Non-owned and Hired	\$1,000,000
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D. Excess Umbrella Liability:

(1)	Per Occurrence	\$1,000,000
(2)	Aggregate	\$1,000,000

E. Contractor shall maintain at all times during the performance of the services contemplated under the Agreement Documents, insurance through companies and agencies approved by the District, in the amount, and containing provisions satisfactory to the District. The District requires that Contractor’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of the project. **THE DISTRICT REQUIRES THAT THE CONTRACTOR PROVIDE PROOF OF INSURANCE COMPLIANCE RELATED TO ALL**

CONVERAGES. CEDAR HILL ISD MUST BE NAMED AS AN ADDITIONAL INSURED. The Certificate of Insurance shall provide that the insurance company may not cancel or materially alter the insurance until after thirty (30) days written notice has been received by the District.

5. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

6. Indemnity.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, BOARD MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "DISTRICT" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE DISTRICT WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST DISTRICT BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL

TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, DISTRICT SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY DISTRICT, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY DISTRICT IN WRITING. DISTRICT RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, DISTRICT IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY DISTRICT IS NOT TO BE CONSTRUED AS A WAIVER OF DISTRICT'S OBLIGATION TO DEFEND DISTRICT OR AS A WAIVER OF DISTRICT'S OBLIGATION TO INDEMNIFY DISTRICT PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DISTRICT-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF DISTRICT'S WRITTEN NOTICE THAT DISTRICT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, DISTRICT SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY DISTRICT.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Consideration.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

8. Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be only in Dallas County, Texas, where the services shall be paid for.

9. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

10. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below

represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

11. Assignment.

This Agreement may not be assigned.

12. Sovereign Immunity.

The parties agree that the District has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

13. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____

If to District, to: Cedar Hill Independent School District
285 Uptown Boulevard
PO Box 248
Cedar Hill TX 75106-0248

14. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Representations.

Each signatory represents this Agreement has been read by the party for which this

Agreement is executed and that such party has had an opportunity to confer with its counsel.

16. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

17. Relationship of Parties.

It is hereby mutually covenanted and agreed by the parties hereto that contractor is not an agent of District, and that the contractor's relations to District, if any, are those of independent contractors.

18. Breach by Contractor.

If Services are for a specific event whereby the District has invested any money in reliance upon Contractor providing the Services, and the Contractor fails to provide any portion of the Services expressly required in the Agreement Documents, Contractor agrees to pay the District \$_____, which shall equal 25% of the value of this Agreement, in reimbursement for a portion of the District's expenses based on its detrimental reliance on this Agreement and Contractor's promises. Contractor agrees that this is not a liquidated damages clause, but rather reimbursement to the District for the costs incurred by District to publicize the event, to set up the event, to reschedule the event, and/or to be unable to provide services to guests at events due to Contractor's breach. This is in addition to the District having the right to withhold any outstanding payment under the terms of this Agreement. Notwithstanding anything to the contrary, District retains the right to seek any other remedies or rights afforded to it under the law. Collection of this 25% (provided above) shall not limit applicable damages in any lawsuit, if additional damages are warranted to make the District whole.

[Signatures on Following Page]

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of the date listed above.

By: _____
Authorized Representative of Contractor

By: _____
Department Head/Coordinator

By: _____
Campus Principal/Director

Funding Source (Budget Code/Grant Fund Number)

By: _____
Superintendent or Designee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Cedar Hill Independent School District** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2014.

Notary Public in and for the State of Texas
My Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for _____ and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2014.

Notary Public in and for the State of Texas
My Commission Expires:_____

Exhibit "A"
PROPOSAL

**Replace this page with Vendor's Proposal and title the Proposal Exhibit "A".
If Vendor does not submit a Proposal the Vendor may complete the following fill-in-the-blank
Proposal at the Vendor's sole discretion.**

1. DESCRIPTION OF SERVICES: Beginning on _____ *[date services will first be provided]*, as Contractor I will provide the following services (collectively, the "Services"):
[Be as specific as possible, listing exactly what you, the Contractor is specifically going to do: include the what, when, where, and how.]

2. PERFORMANCE OF SERVICES: As Contractor, I shall determine the specific details of the manner in which the Services are to be performed and will perform the services during days and times approved by the _____ *[title of person]* of the District.

3. PAYMENT: As Contractor, I propose to invoice for the Services based on \$ _____ per *[HOUR/DAY specify which]* not to exceed a total of \$ _____ .

While every attempt is made to give accurate hours of services needed, so that the vendor may properly estimate the cost of services the not to exceed amount should not be construed to be a guarantee by the District of either minimum or maximum since services are dependent upon actual need and available funding. This fee shall be payable monthly or after all services are performed, at the discretion of the District or as agreed in writing between the parties. Payment will be made only if the contractor has a valid W-9 on file and an invoice has been presented to the Accounts Payable Department listing services performed and approved by the department or campus receiving the service.

4. EXPENSE REIMBURSEMENT: As the Contractor, I _____ *[DO/DO NOT specify which]* propose to invoice the District for a reimbursement of expenses not to exceed a total of \$ _____ ..

Expense reimbursements if proposed and accepted shall be limited to the State Travel Reimbursement as listed by the Texas Comptroller of Public Accounts.

5. NEW PROJECT APPROVAL: The Contractor and District recognize that the Contractor's Services may include working on various projects (i.e. performing services at different campuses or for different grade levels). The Contractor shall obtain the written approval of the District prior to the commencement of a new project under this Agreement, and the payment guidelines above will govern all projects. The total amount stated above in Paragraph 3 governs and cannot be exceeded for any one or all combined projects under this Agreement.

6. TERM AND TERMINATION: This Agreement shall be in effect for the length of time required to perform the Services but shall not exceed one fiscal year. The Agreement cannot be renewed and shall terminate automatically on the last day of the fiscal year unless otherwise provided in writing and signed by authorized representatives of both parties. Additionally, either party may terminate this Agreement by providing 30 days written notice.

Signature of Proposer _____ Printed Name _____

Vendor Name or DBA _____