

NESHOBA COUNTY SCHOOL DISTRICT

580 East Main Street

Philadelphia, MS 39350

Phone: 601-656-3752

Fax: 601-656-3789

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (the "Contract") is made and entered into between the **Neshoba County School District** (hereinafter referred to as "NCS D") and _____, (hereinafter referred to as "Contractor") for the period of _____ (on or after NCS D Board approval date) through _____.

The following terms and conditions apply.

Scope of Work and Compensation

During the Term, Contractor shall be paid a fixed fee to perform the services described below. Such services shall be performed in a competent and professional manner, and in compliance with the terms and conditions set forth in the Contract.

Independent Contractor

Based upon the Internal Revenue Code, the Contractor has been classified as an independent contractor and assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. The Contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the NCS D.

Insurance

In accordance with MS Code Section 31-5-51(7), if entering into a formal contract which exceeds \$25,000.00, Contractor shall carry, pay for, and keep in force with a company licensed to do business in Mississippi, certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Such insurance shall at a minimum, include the following types of insurance and coverage limits:

- 1.) Comprehensive General Liability - \$1 million each occurrence, with Neshoba County Schools added as an additional insured.
- 2.) Workmen's compensation as required by law and employer's liability in the amount of \$100,000.

Certificates of insurance shall state that thirty (30) days prior written notice will be given to NCS D before the policy may be canceled or changed. The official Certification of adequate insurance coverage shall be presented to NCS D within seven (7) working days of notification of award of contract and shall list NCS D as additional insured.

Assignment

Contractor shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the NCS D. Any attempted assignment without said consent shall be void and of no effect.

Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Modification or Renegotiation

This Contract may be modified only by written Contract signed by the parties hereto. The parties agree to renegotiate the Contract if federal and/or state revision of any applicable laws or regulations makes changes in this Contract necessary.

Hold Harmless

Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless NCS D from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Contract. NCS D will promptly notify Contractor in writing of any claim to be indemnified hereunder, of which NCS D has knowledge, and Contractor in turn will promptly notify NCS D of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi

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law. The parties agree to cooperate with one another in the defense of any such matter.

Billing Information

All items/services are to be billed to Neshoba County School District, Attn: Accounts Payable, 580 East Main Street, Philadelphia, MS 39350. All billing will be in accordance with MS Code Section 31-7-305. Payments will be made to Contractor within 45 days from the date the invoice is received at the district office, provided all is satisfactory based on the Contract requirements. The invoice shall show complete details of services rendered.

Compliance with Laws

The Contractor and NCSD shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of their obligations under a Contract, including the procurement of permits and certificates where required, and including, but not limited to, laws related to sanitation, workers' compensation, occupational safety and health and the environment.

Governing Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Neshoba County, Mississippi. Contractor expressly agrees that under no circumstances shall NCSD be obligated to pay an attorneys fee or the cost of legal action to Contractor.

Notice

Any notice required or permitted to be given under this Contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

Extraordinary Circumstances

If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Contract, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable amount of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Contract.

Cancelation/Termination

Should the performance by the Contractor become unsatisfactory or inadequate as to the best interest of the NCSD, the NCSD may terminate the resulting contract. Notice of termination shall be made thirty (30) days in advance with the reasons of the termination outlined in said notice.

Access to Records

The Contractor agrees that the NCSD, or any of its duly authorized representatives, at any time during the term of this Contract, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this Contract. Contractor shall maintain reasonable complete and accurate records of the operations associated with this Contract and all fees and expenses charged to NCSD, or paid on behalf of NCSD, with respect to goods and /or services secured by this Contract. The Contractor will retain such records for the period of the Contract plus three years from the ending date or termination of the Contract. All records, reports, and other information shall remain or become the property of the NCSD.

E-Verification Compliance

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Section 71-11-3, Mississippi Code of 1972 Ann.) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation,

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Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

Budgetary Constraints

It is expressly understood and agreed that the fulfillment of the conditions of this Contract by MCS D is conditioned upon the receipt of government funding. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, NCS D shall have the right to terminate this Contract, without damage, penalty, cost or expense to NSCD of any kind whatsoever.

Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Services Contract Procurement Regulations.

Representation regarding Contingent Fees

The Contractor represents that it has not retained a person to solicit or secure a NCS D contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

Effective Date of Contract

This agreement will become effective on the date it is signed by all parties and will end on or before July 31, 20 . Contractor shall undertake and complete performance of the Specified Services referred to in Paragraph 1 hereof, within the period of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, on the day and year documented by each signature.

Neshoba County School District
580 East Main Street
Philadelphia, MS 39350

Contractor: _____
Address: _____

Taxpayer Identification No. _____

Signature Date
Name: Dr. Lundy Brantley
Title: Superintendent of Education

Signature Date
Name: _____
Title: _____