

## **CONSULTANT & PROFESSIONAL SERVICES**

**Consultant Services:** Consultant Services are the services of an expert who personally renders services to the District on a short or infrequent term, on a fee or per diem basis. Consultants provide technical, educational and/or administrative expertise not otherwise available to the District. Consulting services may consist of information, advice, opinions, alternatives, conclusions, recommendations, or direct assistance, such as studies, analyses, evaluations, and liaison.

- A. Agreements for consulting services normally are established for a year or less and cover a period for which there is a foreseeable need for the consultant's services. Agreements are renewed only when there is a verified continuing need. Agreements may be written for a period of up to five years, however, with appropriate justification from the requester.
- B. Consultants are selected on the basis of qualifications, resources, experience, and needs of and cost to the district, as determined by the campus/department requiring the particular service and as approved by the Director of Purchasing. In the case Grant funds are used for the Consultant's service, approval of the Grant Director should also be obtained.
- C. Consultant services should be provided under a CONSULTANT SERVICES AGREEMENT (CSA) accompanied by a Purchases Order. A CSA is an agreement between the District and a person acting as an independent subcontractor in performing consulting services.

**Professional Services:** Professional Services are the services of members of disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence including attorney, fiscal agent, certified public accountant, architect, landscape architect, land surveyor, physician, professional engineer, etc.

- A. State law dictates (Government Code Sec. 2254.003) that a governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award: (1) on basis of demonstrated competence and qualifications to perform the services; and (2) for a fair and reasonable price.
- B. Professional Services should be provided under a formal contract supported by a Purchase Order and do not require a Consultant Services Agreement. If Grant funds are used, approval of Grant Director is **needed** prior to the engagement of services.

**Hays CISD**

**Consulting Services Agreement**

THIS AGREEMENT is made and entered into as the \_\_\_\_\_ day of \_\_\_\_\_, by and between Hays Consolidated Independent School District having its principal office in Kyle, Hays County, Texas (hereafter referred to as "District") and \_\_\_\_\_ (hereafter referred to as "Consultant").

PURPOSES

The purpose of this Agreement is to state the terms (see reverse side) and conditions under which the Consultant will provide services to the District. The Consultant represents that (a) it has knowledge and expertise which will enable it to render such services to the District; (b) it is under no obligation to any third party that would interfere with its rendering to the District such services; and (c) it desires to render such services to the District.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Description of Work, District hereby retains Consultant to perform consultant services, including but not limited to: \_\_\_\_\_  
\_\_\_\_\_

and Consultant hereby agrees to perform such service pursuant to the terms and conditions hereinafter set forth in this Agreement and any attachments thereto.

The District will will not reimburse Consultant for direct costs of transportation, lodging, meals, and/or other expenses \_\_\_\_\_ in connection with this engagement. Any agreed upon reimbursement will be based on the original receipts submitted to the District. Tips are excluded. The cost of alcoholic beverages is not reimbursable.

Compensation. District shall pay Consultant \_\_\_\_\_ as full payment for services provided by Consultant pursuant to this Agreement.

Term. This Agreement shall be for an initial term of \_\_\_\_\_, commencing on the date of execution, and shall continue for \_\_\_\_\_ successive terms unless terminate by not less than five (5) days written notice prior to the expiration date.

"CONSULTANT" \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip

"DISTRICT" Hays CISD/21003 IH 35/Kyle, TX 78640

ORIGINATOR: \_\_\_\_\_

## Terms of Agreement

1. Relationship of Parties: Consultant shall be an independent contractor and not an employee, in the performance and completion of his obligations under this Agreement. The parties agree that District is interested solely in the results to be obtained from Consultant's services.  

Consultant acknowledges that any services rendered pursuant to this Agreement are and have been provided with the understanding that Consultant is an independent contractor for all purposes, including but not limited to payroll tax purposes. Accordingly, Consultant agrees to assume full responsibility for, and shall indemnify and hold the District harmless from any and all liability, claim, loss, expense (including attorney's fees and court costs) or cause of action arising out of or related to payment of all federal, state, and local taxes or contributions imposed or required by unemployment insurance, social security, and income tax laws, with respect to Consultant and any employees or agents of Consultant engaged in performance of this Agreement.
2. Insurance: Consultant agrees to procure and maintain in force, at its own expense, such insurance as will fully protect both Consultant and District from any and all claims of whatever kind or nature for damage to property or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement by Consultant or by anyone directly or indirectly engaged or employed by Consultant pursuant to this paragraph.
3. Extent of Service: Consultant agrees to devote reasonable time, attention, and energy to carry out its duties hereunder and shall do all things necessary, including the acquisition of equipment and facilities, as necessary, to perform the work in compliance with this Agreement.
4. Consultant's Responsibility and Warranty: Consultant will perform its services with diligence consistent with good professional and good workmanlike practices. The work to be performed by Consultant under this Agreement will be performed entirely at Consultant's risk. Consultant agrees to indemnify and hold District harmless from and against any and all liability or loss, and any and all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with Consultant's performance of this Agreement, including, but not limited to, any and all attorney's fees, court costs, and expenses incurred by the District in the defense of any such claims or actions.
5. Copyright: Consultant agrees that District shall be the copyright owner of all copyrightable works of every kind and description created or developed by Consultant, either individually or jointly with others, during the term of this Agreement, which works are created pursuant to the performance of Consultant's duties or relate to the subject matter of Consultant's engagement hereunder. Consultant further agrees, if so requested, at no expense to District, to execute written acknowledgements or assignments of copyright ownership of works covered by this Agreement as may be necessary to preserve or vest such rights in District.
6. Termination: If either party shall at any time default in the payment of any fee or commit any breach of any promise or agreement contained in this Agreement, and shall fail to remedy any such default or breach within five (5) days after written notice by the other party, the other party may at its option terminate its obligations under this Agreement with the exception of its obligations in Paragraph 2 and 7 hereof. By exercising its option to terminate its obligations under this Agreement, a party does not waive its right to damages for a breach previously committed by the other party.
7. Miscellaneous Provisions:
  - a. Texas Law to Apply: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.
  - b. Assignment: As provided in Paragraph 2 hereof, Consultant may subcontract or engage employees to perform Consultant's obligations hereunder; Consultant may not, however, assign this Agreement to a third party without the prior written consent of District. Any attempted assignment without the prior written consent of District shall be null and void.
  - c. Legal Construction: 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 provisions thereof.
  - d. Prior Agreements Superseded: This Agreement constitutes the sole agreement of the parties hereto with regard to the matters herein stated and supersedes all prior or contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
  - e. Failure to Enforce: The failure of either party to enforce at any time, or for any period of time, a provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce each and every such provision.
  - f. Modification of Agreement: No modification, renewal, extension, or termination of this Agreement or any provision herein contained shall be binding upon the party against whom enforcement of such modification, renewal, extension or termination is sought, unless it is made in writing and signed on its behalf by its duly authorized officer or representative.
  - g. Notices: Any notice, communication or statement required or permitted to be given hereunder shall be in writing and delivered to the address of the respective parties set forth below or at such other address as the other party provides in writing.