

AGREEMENT FOR SERVICES

AGREEMENT this 8th day of February, 2023 by and between the Ballston Spa Central School District, hereinafter referred to as "District", with its principal business address at 70 Malta Avenue, Ballston Spa, New York 12020 and The Bonadio Group, with a business address at 6 Wembley Court, Albany, New York, hereinafter referred to as "Consultant." District and Consultant may hereinafter be collectively referred to as "the Parties.

WHEREAS, District desires to obtain certain services and activities from Contractor and Contractor wishes to provide such services and activities; and,

WHEREAS, the parties have discussed and agreed on the following terms and conditions for such Agreement,

IT IS THEREFORE AGREED:

1. Qualifications

Contractor is qualified and if required, licensed and/or certified, to provide the services required by this Agreement and will maintain such qualifications during the term of this Agreement.

2. Term

The Contractor is hereby retained by District as an independent contractor. The terms of this agreement shall begin July 1, 2022 and end June 30, 2023. The District reserves the right to extend this contract on a yearly basis for up to an additional three years.

3. Services

Contractor shall perform the services and work (hereinafter "Work") described as follows:

*Internal Auditing Services per requirements and Scope of Work of the Request
for Proposal for Internal Auditing Services dated July 1, 2022*

4. Schedule

Contractor will coordinate the schedule to meet the District's needs. Such work may be required during particular hours, on particular days or in a particular location, in order to complete the assignment. The Contractor shall work with the District so as to coordinate any work to be performed so as to minimize the disruption to District staff and students.

5. Fees and Charges

Contractor's fees and charges: The Consultants rate shall not exceed \$13,000 per year.

6. Independent Contractor

Contractor is an independent contractor and not an employee of District. The Contractor is not entitled to any benefit plan afforded to the employees of District, Worker's Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. District will provide Contractor with Internal Revenue Service Form 1099. Contractor is responsible for payment of taxes due for payments under this Agreement.

7. Payment

Payment pursuant to this Agreement is dependent upon the satisfactory completion of work, faithful compliance with the Agreement, acceptance of the Work by District, and periodic submission of invoice(s) describing work performed.

8. Record Confidentiality

The Contractor shall observe and require the observance by all subcontractors and/or employees of all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Contractor by the District, including but not limited to, student records.

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9. Record Ownership

All records generated by the Contractor as a result of rendering services under this Agreement shall be the property of the District and maintained in District files. The Contractor may maintain duplicate records for its purpose consistent with confidentiality requirements.

10. Assignment

The Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations there under without the prior written consent of the District.

11. Indemnification

The Contractor shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents.

12. Insurance

The Contractor agrees to procure and maintain, at no additional expense to the School District, general liability insurance (including application to any claims of professional liability) in the amount of \$1,000,000 and workmen's compensation insurance in accordance with New York State Law. The Contractor further agrees that, at the District's request, it shall furnish a certificate of insurance to the School District showing that the requirements of this provision are satisfied. The liability insurance shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the School District.

13. Non-Discrimination Clause

The Contractor agrees that neither it, nor any of its subcontractors, shall violate any Federal or New York State laws regarding discrimination in employment.

14. Termination

This Agreement shall terminate upon submission by the Contractor of the product and services described above in a form and manner satisfactory to the District or upon mutual agreement. The Parties reserve the right to terminate this Agreement upon failure by either party to meet the terms and conditions set forth herein. The District has the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Contractor.

15. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

By: _____
Signature- Contractor Representative

Date: _____

Contractor Representative Name (Printed)

By: _____
Ballston Spa Central School District

Date: _____