



# WINSTON-SALEM/FORSYTH COUNTY SCHOOLS

## SC 1 – STANDARD CONTRACT FOR SERVICES

THIS AGREEMENT is made this the **1ST** day of **AUGUST, 2021** by and between Winston-Salem/Forsyth County Board of Education ("WS/FCS"), a public body corporate, and (LEGAL NAME OF BUSINESS ENTITY/PERSON TO WHOM CHECK WILL BE MADE PAYABLE) **THE CITY OF WINSTON-SALEM, A MUNICIPAL CORPORATION IN FORSYTH COUNTY, NORTH CAROLINA** ("Contractor"), as follows:

### WITNESSETH:

**1. Description.** Complete description of services to be provided by Contractor to WS/FCS: **Contractor, by and through its Winston-Salem Fire Department ("WSFD"), shall provide the necessary labor to service and repair WS/FCS's 1994 Quality/Spartan Fire Truck (VIN NUMBER 4S7AT9DO7RCO11002) to good and safe working order to be used in WS/FCS's fire academy program. The provision of labor shall be at no monetary cost to WS/FCS. WSFD, by and through its Assistant Chief of Logistics, shall notify WS/FCS's Executive Director of CTE of the service and/or repair to be performed and provide him with a list of the parts necessary to complete the service and/or repairs, an estimate of the cost for each part and a recommended supplier from which WS/FCS may obtain the parts. Subject to and conditioned upon approval by WS/FCS's Executive Director of CTE for WSFD to proceed with such service and/or repair, WS/FCS shall be responsible for purchasing and/or providing the necessary parts to WSFD to complete the service and/or repairs. For WS/FCS's budgeting purposes, the Parties intend to have the service and/or repairs completed in two phases, with Phase I being completed during the 2021-2022 school year and Phase II being completed during the 2022-2023 school year. Notwithstanding the foregoing, WSFD's Assistant Chief of Logistics and WS/FCS's Executive Director of CTE may mutually agree for the service and/or repairs to be completed within a different time frame. At the time of execution of this Agreement, the Parties anticipate Phase 1 service and repairs will consist of the cross member bar and associated parts, rotary valve primer, front tire (left), rear tire (left), overhead compartment shock, stepout lights, and generator service; and Phase 2 service and repairs will consist of the front gear case leak, front suction, cross lay guage, pump cooler lines, PIV valve, relief valve, and valves vacuum test. WS/FCS and the Contractor agree and acknowledge that the foregoing list of service and repairs are based upon the best information available at the time of execution of this Agreement and are subject to change as the service and repairs progress. As stated above, WSFD shall obtain approval from WS/FCS's Executive Director of CTE before proceeding with each service and/or repair to ensure that WS/FCS has sufficient funds to purchase any necessary parts. In the event that an additional service and/or repair is discovered to be needed that is not specifically listed herein, such service and/or repair shall be covered pursuant to this Agreement upon mutual agreement of WSFD's Assistant Chief of Logistics and WS/FCS's Executive Director of CTE and execution of a new agreement shall not be necessary or required.**

**Revision to Paragraph 5- WS/FCS and Contractor agree that the following language shall be added to the beginning of Paragraph 5: "To the extent allowed by law".**

**2. Term.** The term and/or schedule for provision of Contractor's Services shall commence on (date): **August 1, 2021** and shall be completed no later than (date): **June 30, 2023**, OR on another schedule as described herein: \_\_\_\_\_.

**3. Consideration.** In consideration of the satisfactory performance and completion of the services described above WS/FCS agrees to pay Contractor as follows:

- A FIXED fee of **\$0.00** to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- A VARIABLE fee, not to exceed **\$0.00**, to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- A VARIABLE fee, not to exceed **\$0.00** for the duration of the contract, to be billed in monthly progress installments until the term of the contract expires or the total value of the contract is reached, whichever comes first.
- A FLAT MONTHLY fee of **\$0.00** per month for a maximum of **0** months, payable upon presentation of an invoice setting forth the date(s) of service and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed **\$0.00** for the duration of this Agreement.
- A DAILY fee of **\$0.00** per day for a maximum of **0** days payable upon presentation of an invoice setting forth the total days and the specific dates the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed **\$0.00** for the duration of this Agreement.
- An HOURLY rate of **\$0.00** per hour for a maximum of **0.00** hours, payable upon presentation of an invoice setting forth the total hours and the specific hours the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed **\$0.00** for the duration of this Agreement.



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**4. Reimbursement.** WS/FCS agrees to reimburse Contractor for the following expenses IN ADDITION TO THE CHARGES IN SECTION 3 ABOVE:

- Not applicable – No reimbursement of expenses is to be paid, OR expenses are included in basic charges outlined above in Section 3.
- Mileage at the rate of **0.0** cents per mile (not to exceed IRS-approved maximum).
- Airfare, not to exceed a total of **\$0.00** for the duration of the engagement.
- Food and lodging, total not to exceed **\$0.00** (not to exceed the State Rates for Out-Of-State travel; see schedule)
- Other reimbursable expenses not to exceed **\$0.00**. Please describe: \_\_\_\_\_.

**5. Indemnification.** Contractor shall indemnify and hold harmless WS/FCS against any and all claims, losses, liabilities or damages, including reasonable attorney's fees, arising from Contractor's performance under this Agreement and/or from the negligent acts or omissions, or intentional misconduct of Contractor or any of its employees or agents.

**6. Annual Sex Offender Registry Check.** In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FC schools under any circumstances.

**7. Cancellation or Re-scheduling of Services and Termination.** In the event that Contractor is unable to perform the services described herein due to personal illness, injury or an act of God, the parties agree that WS/FCS, in its discretion, may: (1) re-schedule the services to a future date(s) mutually agreeable to the parties; provided, however, that the services shall be completed no later than **June 30, 2023** or (2) cancel the services/event and terminate this agreement.

**8. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days written notice to the last known address of the other party. In the event of termination by Contractor, it shall, within ten (10) calendar days of the termination, refund any and all unearned sums paid to it by WS/FCS.

**9. Independent Contractor Status.** It is understood and agreed Contractor is an independent contractor and not an employee of WS/FCS. Contractor understands and agrees it is responsible for payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the compensation paid and received under this Agreement. Contractor further understands and agrees it is not eligible to receive any of the employment benefits provided by WS/FCS to its full time employees, including but not necessarily limited to: Medical and Hospitalization Insurance, Dental Insurance, Life Insurance, Disability Salary Continuation, Retirement Compensation, Annual Leave, Sick Leave, etc.

**10. Iran Divestment Act Certification.** By signing below, Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the North Carolina State Treasurer, pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.60(a), Contractor shall not utilize, in the performance of the contract, any subcontractor or agency that is identified on the Final Divestment List.

**11. E-Verify.** In accordance with N.C.G.S. §143-133.3, WS/FCS may not enter into this Agreement with Contractor unless Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor is required, and hereby agrees, to comply with the E-Verify requirements in Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall ensure that any subcontractor hired by it will comply with E-Verify.

**12. Confidentiality.** To the extent Contractor receives any confidential student information, Contractor agrees to abide by the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99, as well as state and federal laws regarding confidentiality of student records, and not to release student educational records except as allowed by law.

**13. Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina, regardless of its choice of law provisions. In the event of legal action arising from this Agreement, the sole and exclusive venue shall be Forsyth County, North Carolina.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered in the presence of:



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ON BEHALF OF WS/FCS:

By:
Printed Name: VICTORIA P. WHEELER, M. ED.
Title: Director, Career & Technical Education
Office Telephone: (336) 779-3544
Maximum Estimated Total Cost of Contract (REQUIRED): \$0.00
Budget Acct# (REQUIRED): n/a
P.O #(REQUIRED):\$0.00

CONTRACTOR: IMPORTANT!
THIS SECTION MUST BE COMPLETE AND ACCURATE.

Federal Tax EIN# (or SS#) of COMPANY OR FIRM: 56-6000241
Address: City of Winston Salem, P.O. Box 2511
City, St., Zip: Winston-Salem, NC 27101
AUTHORIZED SIGNATURE:
Printed Name: LEE GARRITY
Title: City Manager

Table with 3 columns: ATTORNEY REVIEW, FINANCE PRE-AUDIT, and FINANCIAL REVIEW/APPROVAL. Each column contains specific review and approval text and signature lines.

Authorized Signature:
Printed Name: William "Trey" Mayo, Fire Chief
Address: Winston-Salem Fire Department
725 North Cherry Street
Winston-Salem, NC 27101



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### **INSTRUCTIONS:**

Use this official form for contracting with "Independent Contractors" for services provided to the Winston-Salem/Forsyth County Schools. Do not use this form for contracting with individuals who are currently employed by the school district.

DEFINITIONS: The "Responsible Administrator" is the employee of the Winston-Salem/Forsyth County Board of Education who is responsible for initiating the contract for services. The "Contractor" is the person or entity seeking to perform contractual services to the school district.

Please note that all contracts must include approvals from the School Board Attorney's Office AND the Financial Services Department in the blanks at the bottom of the contract in order to be considered legally binding. Also, please note that NO WORK IS TO TAKE PLACE UNTIL THE CONTRACT IS SIGNED AND FULLY APPROVED.

These requirements are in addition to the continuing requirement that all parties to the contract sign the contract and provide clear details for all information specified on the form.

### **DIRECTIONS:**

1. THE CONTRACTOR SHOULD SIGN THE CONTRACT BEFORE IT IS SENT TO THE ATTORNEY OR FINANCE OFFICER FOR APPROVAL. THE WS/FCS ADMINISTRATOR SHOULD NOT SIGN THE CONTRACT UNTIL AFTER CONTRACT IS APPROVED BY THE ATTORNEY AND THE DIRECTOR OF FINANCIAL SERVICES.
2. The responsible administrator on the WS/FCS staff must complete all details on the contract form, being careful to clearly and specifically indicate what must happen for the contract to be considered "complete," the maximum cost commitment authorized within this contract and the budget code in which funds are budgeted and are currently available. All contract details must be entered (keyed) into the form prior to sending it for approval. Details must be typed, not handwritten. Approvals for contracts using funds not yet budgeted will be delayed.
3. The Contractor should provide all information necessary to complete the information in the box entitled "Contractor," and the responsible administrator should see that the information is entered into the form prior to sending for approval.
4. The Responsible Administrator should then make a file copy of the completed contract for their records and forward an original to the Attorney's Office for approval as to form and legality.
5. The Attorney's Office will either approve or deny approval. Approved contracts will be forwarded to the Financial Services Department for "Preaudit Certification" Contracts not approved will be returned to the Responsible Administrator with a short explanation as to why approval was denied.
6. The Financial Services Department will either approve or deny approval. Approved contracts will be returned to the responsible administrator to be signed. Contracts not approved will be return or an explanation as to why the contract has been denied a "Preaudit Certification." (The usual reason for preaudit certificate denial is the lack of an available balance or an approved budget for the request in an account.) Approved contracts will have a "registration number" assigned and copies will be maintained in the Financial Services Department.
7. AFTER APPROVALS BY THE ATTORNEY AND FINANCIAL SERVICES DEPARTMENT the document will be returned to the responsible administrator for final signatures. The initiating party should then sign the approved contract and ask the vendor to sign as well.
8. The Contractor is not authorized to perform the contracted services until AFTER THE APPROVED, PREAUDITED CONTRACT HAS BEEN RETURNED TO THE RESPONSIBLE WS/FCS STAFF MEMBER AND IT HAS BEEN SIGNED BY ALL PARTIES.
9. The responsible administrator is responsible for keeping the final, signed agreement copies on file for future reference. Another copy of the fully completed document should be forwarded to the Contractor for his or her records. (The Attorney and Financial Services Department do NOT need signed copies.)
10. Please note that under North Carolina law, contracts which do not include a "preaudit certificate" properly signed and executed by the School Finance Officer are nonbinding and unenforceable.