



Jackson Public Schools

Business Office

Post Office Box 2338 - Jackson, Mississippi 39225-2338

Telephone: 601-960-8799

Addendum # 2

DATE: March 31, 2022

FORMAL BID NUMBER/TITLE: RFP 2022-04 Summer Enrichment Programs and Activities

BID OPENING DATE/TIME: April 15, 2022 @ 10:00 A.M.

The purpose of this addendum is to inform you of

Attachment G (Contract Draft) Pg.17

Vendor shall acknowledge this Addendum No. 2 on the original "Proposal Form".

All other sections of this proposal shall remain the same.

Bettie Jones

Purchasing Coordinator

**JACKSON PUBLIC SCHOOL DISTRICT
662 SOUTH PRESIDENT STREET
JACKSON, MS 39201
P.O. BOX 2338
JACKSON, MS 39225**

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of the _____ day of _____, 20____, by and between the Jackson Public School District (the "District") and _____ whose address is _____ ("Consultant").

WHEREAS, the District desires to employ Consultant to facilitate _____ design, and to _____ District; and

WHEREAS, Consultant desires to accept such employment on the terms and conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The workshop itineraries are attached hereto as collective Exhibit A.
2. **Compensation.** Consultant shall be paid a total of \$ _____ for services satisfactorily performed in accordance with this Agreement. Such compensation shall be paid as follows: \$ _____ shall be due and payable upon completion of the Agreement, with the balance, _____, being due and payable upon completion of _____.

Consultant shall present to the District at its Business Office an invoice setting forth in detail the services performed by Vendor, the date and location where such services were performed, the amount due Consultant as compensation for such services and any other information reasonably requested by the District.

3. **Term.** The term of this Agreement shall commence as of _____, and shall terminate _____; provided, Consultant agrees to provide to the District and/or workshop participants reasonable follow-up and/or support services in connection with the _____ project that was the subject of the workshops.
4. **Representation of Consultant, Guarantee of Services.** Consultant represents and warrants that it is fully qualified and, if required, licensed to provide the services to be performed hereunder.
5. **Relationship of Parties.** Consultant shall be deemed an independent contractor during the term of this Agreement, and this Agreement shall not create any partnership, joint venture or other business relationship between the District and Consultant.

6. **Indemnification.** Consultant shall indemnify and hold the District, its trustees, officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards and fees, including attorneys' fees, arising out of Consultant's provision of services hereunder or the performance by Consultant of this Agreement.

7. **Assignment.** This Agreement may not be assigned by either party without the prior consent of the other party.

8. **Termination.** This agreement may be terminated by the District, without cause, upon one week's notice. This Agreement may be terminated by the District immediately for cause. For purposes of this Agreement, "cause" shall be defined as:

- (1) in the reasonable discretion of the District, the failure by Consultant to satisfactorily perform the services required hereunder; or
- (2) the breach by Consultant of any material term of this Agreement.

Upon termination of this Agreement, the District shall compensate Consultant for all Services satisfactorily performed up until the date of termination.

9. **Access by Consultant to District Locations.** The District shall provide Consultant with access to all areas and/or locations within the District as required by Consultant to perform the services required hereunder.

10. **Waiver.** The waiver by either party of any right or remedy it may have hereunder shall not constitute a waiver of any other or subsequent right or remedy arising hereunder.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to its conflict laws.

12. **Amendment or Modification.** This Agreement may not be amended or modified except by a written instrument executed by both the parties.

13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, if the rights and obligations of the parties are not materially prejudiced thereby and the intention of the parties continues to be effective.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no understandings, agreements or representations, oral, express or implied, respecting this Agreement or the services to be provided hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

JACKSON PUBLIC SCHOOL DISTRICT

RECOMMENDING OFFICER:

By: _____

Its: _____

**Jackson Public School District
Representative:**

By: _____

Its: _____

CONSULTANT'S NAME

By: _____

Its: _____