



Instructions for Use of:

SERVICE AGREEMENTS

The Service Agreements for Service Providers or Individuals are designed to be broadly adaptable to a wide variety of agreements. These instructions are intended to assist in completing the form and preparing the required attachments. The Service Agreements are *not* intended for use for specialty services such as architectural, engineering, and inspection services, for which we maintain separate specialized forms.

The Service Agreement for Service Provider template is used when the District is hiring an outside consultant to provide specific professional services.

The Service Agreement for Individuals template is used for most basic District services outside of consulting or construction. Examples of vendors using this agreement are special event speakers, music providers, alarm services, minor repairs, equipment servicing, etc., at a minimum, professional liability insurance is required. If a vendor has employees performing repairs or services on District property, then Workers Compensation documentation is required. If the vendor is a sole proprietor or contract employee, they are responsible for their own workers compensation coverage. Please refer to the purchasing manual for more detailed requirements.

1. **Filling in the Blanks.**

- Preamble: The initial paragraph should be completed with the date of execution of the agreement and the full names of the parties. Section 1, include a one or two-word description of the type of services provided by the individual or service Provider.
- Section 4, Mission / Goals: Initiator, refer to the District's Mission, the Educational Master Plan, the Annual Plan, or any other relevant department goals or initiatives that support the Mission to include a brief statement of how the service will support the Mission or goals of the College. Include the specific Mission language, goal, or initiative and how the service supports that Mission language, goal or initiative. **For example:** if the District needed to contract with an engineer to help design the new Aquaculture Program outdoor lab space, this directly ties to the Mission in that it supports "developing and expanding innovative in-person and online programs".
- Section 5, Term of Agreement: Fill in the starting and ending dates for the period during which the services are to be provided. Most agreements should conclude by the end of the fiscal year (June 30th). Agreements covering capital construction projects or technology and software services may cross fiscal years.
- Signature Block: Print the name and title of the individual or service Providers who are to sign the agreement.
- Section 9, Insurance: Check the appropriate blank in subsections (a), (b), (c), and (e) to indicate which types of insurance listed are required for the particular agreement.

The amount of coverage required should generally correlate to the degree and nature of any risk



involved with the agreement. The degree of risk is often entirely unrelated to the dollar value of the agreement, i.e., a low dollar value agreement could involve a high risk activity (e.g., hazmat assessment) and a high dollar value agreement could involve low risk (e.g., curriculum services).

Users should consult the Business Office with questions about the type and scope of coverage appropriate for the circumstances of a particular agreement.

- Section 10, Notice: The bracketed place holders should be replaced with the specified information for each party.

2. Attachments A and B.

- Attachment A, Scope of Services: Attachment A should contain the basic deal points. It should state what, when and where those services are to be provided and other relevant information. The form agreement is largely generic, adaptable to various agreements, so Attachment A should set forth everything that is important to a district for a particular agreement. The nature of the information included in Attachment A will necessarily vary depending on the nature of the agreement itself, but can often be approached by starting with the five W's: who, what, where, when, and why and/or how.
- Attachment B, Compensation: Attachment B should likewise set forth how the service Provider is to be compensated, including the basis for compensation, which could be hourly, in which case we recommend including a not to exceed amount, or it could be a lump sum agreement. If the Service Provider is to be reimbursed for any expenses, e.g., travel or materials, that should be stated explicitly, including what expenses will be reimbursable, the rate for reimbursement, and we also recommend including a not to exceed amount for reimbursable expenses. In most cases, when a not to exceed amount is included in an agreement, it is advisable to build in some flexibility by adding language such as "... not to exceed a total of \$_____ without prior written authorization from the District."

3. Optional: Other Changes/Additions.

Under some circumstances it *may* be appropriate for a given agreement to alter some of the text included in the form agreement and/or to include additional attachments. However, the form agreement itself should not be modified without legal consultation, and we strongly encourage users to consult legal counsel before incorporating attachments not contemplated by the agreement, since any inconsistent provisions could potentially nullify or alter the terms of the agreement to the district's detriment.

Please contact the Director of Administrative Services or the Purchasing Specialist in the District's Business office with questions you may have about the use of this form.