



**INSTRUCTIONS FOR CONTRACTED SERVICES AGREEMENT**  
**See School Board Policy #6540**

1. School/Department initiates request for contracted (consultant) services and signs the agreement as "requestor". The requestor is usually the project coordinator, or other school or department employee responsible for the coordination of the services to be provided.
2. Consultant completes required information and signs the agreement.
3. Principal or department head signs the agreement and forwards to the Area Superintendent, Assistant Superintendent or Associate Superintendent for approval. **This approval is required prior to the performance of professional services.**
4. **The following additional approval signatures must be obtained prior to any services being performed:**
  - A) Agreements in excess of \$50.00 per hour (\$400.00 per day) up to \$100.00 per hour (\$800.00 per day), which total less than \$25,000.00, must be approved by the Superintendent or Associate Superintendent of Financial Services.
  - B) Agreements in excess of \$100.00 per hour (\$800.00 per day), which total \$25,000.00 or more, must be approved by the Board.

**FAILURE TO OBTAIN APPROVALS BEFORE SERVICES BEGIN IS A VIOLATION OF BOARD POLICY.**

5. After all authorized signatures are obtained; the Agreement is to be returned to the originating school or department. Provide a copy of the signed agreement to the Consultant. Once received, a Purchase Order (PO) request must be prepared and the original signed contract must be sent to Purchasing for PO approval. Purchasing will then forward the original signed contract to Accounting Services to verify invoice documentation and retention. The purchasing department will send the Vendor copy of the Purchase Order to the consultant, and the receiving copy to the originating department. **Consultant is not authorized to begin services without a signed agreement and approved Purchase Order.**
6. After satisfactory performance of the services, the requesting department completes receiving information in CrossPointe and submits the invoice from the consultant to accounting for payment.

**INSURANCE FOR CONTRACTS LESS THAN \$25,000:**

8. **Insurance.** The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The following applies to the insurance requirements below for products or services from Contractors when all products, services, or work performed when totaled together will pay the contractor \$25,000 or less during the fiscal year. The insurance requirements are as follows:

- a. Insurance listed in 8.1 below: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured then the School Board reserves the right terminate this agreement.
- b. Insurance listed in 8.2 below: All contractors whose work for the School Board involves products or services typical of the construction industry and the value of their products or services for the Board is in excess of \$5,000, but less than \$25,001 are required to carry this insurance to the limit listed below.
- c. Insurance listed in 8.3 below: Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.
- d. Insurance as listed in 8.4 below: Any contractor that has one or more employees or subcontracts any portion of their work to another individual or company is required to have Workers' Compensation insurance to the limits listed below. Workers' compensation exemption forms may be accepted for contractors that are sole owner/operators.
- e. Insurance as listed in 8.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

8.1. General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Accident	\$ 500,000

8.2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 250,000
Negligence Including Bodily Injury: Per Occurrence	\$ 500,000

8.3. Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 300,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 300,000

8.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$ 500,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$ 500,000

8.5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.	
Each Claim:	\$ 250,000
Per Occurrence:	\$ 500,000

**SCHOOL BOARD OF BREVARD COUNTY  
OFFICE OF PURCHASING SERVICES  
2700 JUDGE FRAN JAMIESON WAY  
VIERA, FL 32940-6601**

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**HOLD HARMLESS AGREEMENT**

The Vendor agrees, by accepting award of this bid, contract, project, service and/or maintenance agreement to the following "Release, Indemnification and Hold Harmless Agreement":

The Vendor shall indemnify and hold harmless the School Board of Brevard County, its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of School Board of Brevard County or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive School Board of Brevard County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

The Vendor certifies they will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Director of Risk Management of the School Board of Brevard County, Florida.

I certify that I am an Authorized Representative of the Vendor and have the authority to bind my company to this agreement:

Professional Communication Services, Inc.  
Vendor/Company Name - Print

Timothy P. Kowalski, M.A., C.C.C.  
Authorized Representative's Name – Print

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Signature Date