

CONSULTANT AGREEMENT  
**(Training and Advisory Services \$25,000.00 or Greater)**

Enter Name of Consultant(s)  
Name of Person Rendering Services

*(Required)*

Enter Name of Company (if applicable)  
(Required)

Name of Company  
 Corp.

Enter SSN or EIN Number  
Social Security or EIN Number

☐ *Check here if W-9 Form has been provided*

☐ *Check here if Vita has been provided*

☐ *Check here if services are to be provided by a*

Mailing Address:

Enter Address Line 1

Enter Address Line 2

Enter City, State and Zip Code

This is a contract between the School Board of Brevard County and Enter Name of Consultant or Firm for the following consultant services in accordance with Board Policy 6540 (Invoice for services is required for payment):

Enter description of services to be provided. Be specific.

Date(s) services are to be provided and charges:

<u>Date(s):</u>	<u>Total No. Hrs.</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Enter Date(s)	Enter Total Number Hrs.	\$0.00	\$0.00
Estimated Reimbursable Expenses:			<u>\$0.00</u>
Estimated Total Cost for Professional Services:			<u><u>\$0.00</u></u>

List expenses, if any, that are to be reimbursed: *(Note: Reimbursement for travel, per diem and/or meals, and mileage are to be paid based on Board rules using Board forms and shall not exceed Board adopted rates.)*

Enter description of expenses, if any, to be reimbursed.

**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.

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

**INSURANCE REQUIREMENTS**

**INSURANCE FOR CONTRACTS \$25,000 AND GREATER:**

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 School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain 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	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000

8.2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000

8.3. Automobile Liability:

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

## 8.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$1,000,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

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

For services, goods or projects that will exceed \$1,000,000 in values over a year.

Each Claim:	\$1,000,000
Per Occurrence:	\$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.

Each Claim:	\$ 250,000
Per Occurrence:	\$ 500,000

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**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:

\_\_\_\_\_  
Vendor/Company Name - Print

\_\_\_\_\_  
Authorized Representative's Name – Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

10/2/12  
8/27/13