

**(TEMPLATE ONLY-PROVISIONS MAY BE ADDED OR AMENDED BASED ON THE SERVICES PROVIDED)**

**i.e., Background Screening or HIPAA or FERPA requirements)**

**(NON-GRANT FUNDED SERVICES ONLY)**

Agreement for Professional Services between

\_\_\_\_\_

and

Florida State College at Jacksonville District Board of Trustees

This Professional Services Agreement (“Agreement”) is made this **XXth** day of **MONTH YEAR** (“Effective Date”) by and between Florida State College at Jacksonville District Board of Trustees, with its principle address of 501 W. State Street Jacksonville, FL 32202 hereinafter referred to as “COLLEGE” and **XXXXXX**, with its principle address of **XXXXXXXXXXXXXXXXXXXX** hereinafter referred to as “CONTRACTOR.”

**1.0 Description of Services:**

- 1.01 CONTRACTOR as an independent contractor shall provide the COLLEGE with all the professional services outlined in Section 4.0, Statement of Work.
- 1.02 The Parties agree and understand that CONTRACTOR’s services under this Agreement fall within the following exception to Rule 6A-14.0734’s requirement to solicit competitive offers:
  - (2)(f) Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.
- 1.03 In performing the services under this Agreement, CONTRACTOR warrants and represents that it will comply with all applicable federal, state, and local laws, rules, and regulations.

**2.0 Term/Termination:**

- 2.01 This Agreement shall begin on the Effective Date and terminate on **[MONTH/DAY/YEAR]**, unless terminated or extended by the Parties pursuant to this Agreement. The Parties may extend the term of this Agreement by mutual written agreement signed by both Parties.
- 2.02 Either Party may terminate this agreement for any reason by providing no less than thirty (30) calendar days prior written notice to the other Party. In such event, the COLLEGE will be responsible to pay for only services rendered prior to the non-terminating Party’s receipt of such notice of termination.

2.03 The COLLEGE further reserves the right to terminate this agreement upon seven (7) calendar days' notice if it does not continue to receive adequate appropriations from the State of Florida Legislature.

2.04 Either party may terminate this Agreement in the event of a material breach by the other party; provided that the non-breaching party provides written notice specifying the nature of the breach and allowing no less than thirty (30) days for the breaching party to remedy the breach. If the breach is not remedied within this time, the non-breaching party may terminate the Agreement.

### **3.0 Compensation:**

3.01 COLLEGE shall pay CONTRACTOR an hourly rate of \$XXXXX. However, CONTRACTOR agrees and understands that this rate is subject to a "Maximum allowable" total cost (Not to Exceed, All Inclusive Cost for all Deliverables) and inclusive of all travel of \$XXXXXX. CONTRACTOR shall not perform any work that will cause the payments to exceed this Maximum Allowable total cost without prior written approval from COLLEGE.

3.02 CONTRACTOR will send COLLEGE a monthly itemized invoice detailing dates, hours and tasks completed on or about the first day of each month. The monthly invoices must each include the COLLEGE's purchase order number. A formal written agreement signed by both parties is required for any change to the hourly rate. All invoices are to be submitted via email to [accountspayable@fscj.edu](mailto:accountspayable@fscj.edu). The COLLEGE will then process CONTRACTOR's invoice for payment upon net 40-day payment terms.

### **4.0 Statement of Work:**

**4.01 INSERT HERE**

### **5.0 State of Florida Political Subdivision:**

5.01 The parties hereto acknowledge and agree the COLLEGE is a political subdivision of the State of Florida. As such, the COLLEGE's performance under this agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all federal, state, and local laws and regulations and District Board of Trustee Rules which are applicable to the COLLEGE's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that the COLLEGE's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the COLLEGE to be sued; or (iii) a

waiver of sovereign immunity of the COLLEGE beyond the waiver provided in Section 768.28, F. S. As the COLLEGE is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

**5.02** This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws of the State of Florida without regard to its conflict of laws principles. The Parties agree that the federal and state courts sitting in Duval County, Florida will have exclusive jurisdiction over, and be the exclusive venue for, any dispute arising under this Agreement. COLLEGE's performance and obligations under this Agreement is contingent upon an annual adequate appropriation by the Florida Legislature.

## **6.0 Miscellaneous Provisions:**

**6.01** Independent Contractors. It is understood that the parties are independent contractors and shall have neither supervision nor control over the other party's employees, agents, representatives, and volunteers in the performance of their duties under this agreement. Neither party shall in any manner use the credit or name of the other party in connection with its business or affairs except as specifically authorized in this agreement or as approved in writing prior to such use by the other party. CONTRACTOR shall assume full responsibility as an independent contractor for the management of the means and methods for accomplishing the services described in the Agreement.

**6.02** E-Verify. Pursuant to State of Florida Executive Order No. 11-116 and Section 448.095, Florida Statutes, CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system <https://www.e-verify.gov/> to verify the employment of all new employees and independent contractors hired by the CONTRACTOR during the Agreement term. CONTRACTOR shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement, utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Agreement term.

**6.03** CONTRACTOR shall indemnify, defend and hold harmless COLLEGE and its affiliates, together with their respective directors, officers, agents, and employees from and against any and all claims, litigation, liability, loss, damage and expense (including reasonable attorneys' fees and court costs) brought by a third party and arising out of, or alleged to have arisen out of, the negligent or willfully wrongful acts or omissions of CONTRACTOR or its directors, officers, agents, employees and subcontractors.

**6.04** Use of Materials. Unless otherwise provided herein, COLLEGE owns all rights, including all intellectual property rights, in all original materials it makes available to the CONTRACTOR or its employees during the delivery of services under this agreement. CONTRACTOR agrees that it shall not, nor shall it permit any third party to, either duplicate

or reproduce any such materials without COLLEGE's prior written permission. CONTRACTOR hereby assigns to COLLEGE its entire right, title and interest in any work product developed in the performance of the services, including all patents, copyrights, trade secrets and other proprietary rights in or based on the work product ("Work Product"). CONTRACTOR shall execute and aid in the preparation of any papers that COLLEGE may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks, or other proprietary rights at no charge to COLLEGE, except that COLLEGE shall reimburse CONTRACTOR for reasonable out-of-pocket expenses incurred in providing such assistance.

**6.05** Severability. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable. No waiver or delay in enforcement of any breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach or delay in enforcement of any other provision of this Agreement.

**6.06** Entire Agreement. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings, oral or written, and all other communications between the parties related hereto.

**6.07** Force Majeure. COLLEGE or CONTRACTOR shall not be responsible for its default, delay or failure to perform any terms or conditions herein when failure to perform is due to causes beyond such party's reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or inaction of governmental authorities, epidemic or pandemic, war, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default, or force majeure.

## **7.0 Insurance for Professional Services:**

(All insurance requirements are subject to change based on type of work and if CONTRACTOR has access to the COLLEGE systems and/or sensitive data)

CONTRACTOR shall provide at its own cost and expense, and provide proof of prior to execution of this Agreement, the following Insurance to the COLLEGE. The Certificate of Insurance will name FSCJ's District Board of Trustees as additional insured and will be incorporated into Exhibit X of this agreement:

- a) Workers' Compensation:** Statutory limits in compliance with the Worker's Compensation Laws of the State of Florida.
- b) General Liability:** A minimum limit of liability of \$1 million per occurrence for bodily injury and property damage.

- c) **Automobile Liability:** A minimum of a liability of \$1 million per occurrence for bodily injury and property damage. The insurance **MUST** include coverage for owned, hired and non-owned automobiles.
- d) **Errors and Omissions:** A minimum limit of liability of \$1 million per occurrence.
- e) **Additional Insured:** Certificate shall list the COLLEGE’s District Board of Trustees, 501 W. State Street, Jacksonville, FL 32202 as additional insured.
- f) **Cyber Liability:** a minimum of \$5 million.

**8.0** COLLEGE, as a political subdivision of the State of Florida, is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation, and provision of access to all public records related to this Agreement.

**9.0** CONTRACTOR by entering into this agreement attests both its company and all of its sub-consultants, subcontractor and suppliers’ full compliance with the prohibition requirements defined in Florida Statute # 287.135 “Prohibition against contracting with scrutinized companies.” Pursuant to Florida Statute# 287.135 (3)(b) this agreement contains a provision that allows for COLLEGE to terminate of this agreement with 7 calendar day written notice to CONTRACTOR at the option of the COLLEGE if CONTRACTOR is found to meet the conditions stated in Section 287.135(3)(b), Florida Statutes.

**10.0** Florida State College at Jacksonville does not discriminate against any person on the basis of race, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the COLLEGE’s Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | [equityofficer@fscj.edu](mailto:equityofficer@fscj.edu).

**11.0 Notice**

All notices under this Agreement shall be in writing and delivered by personal delivery or United States, (certified, return receipt) requested, mail. Such notices shall be delivered to the following:

If to the COLLEGE:	Ms. Randi Brokvist Executive Director of Purchasing Florida State College at Jacksonville 501 West State Street Jacksonville, FL 32202
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If to CONTRACTOR:	<b>NAME:</b> <b>TITLE:</b> <b>ADDRESS:</b>
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If, after this Agreement is executed, a party designates a new representative to accept notice, the party shall furnish the new representative's name and address, in writing, to the other party, and a copy of the notice shall be attached to this Agreement.

**12.0 IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first set forth above.

**"CONTRACTOR"**

XXXXXXXXXXXXXXXXXXXX.

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

Federal ID: #XX-XXXXXXXX

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"COLLEGE"**

Florida State College at Jacksonville

501 West State Street

Jacksonville, FL 32202

Federal ID # 59-1149317

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"COLLEGE" DEPARTMENT ACKNOWLEDGEMENT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_