



LEON COUNTY SCHOOLS

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of October 23, 2007 by and between the School Board of Leon County, Florida ("LCSB"), and Leon County, a political subdivision of the State of Florida, or "Contractor"

("Individual"), (hereinafter "Contractor.")

("Company")

WITNESSE D:

WHEREAS, LCSB operates schools and educational institutions and is in need of qualified, experienced database administrators and Geographic Information Systems (GIS) professionals to provide training, software, support, and printing services for LCSB; and

WHEREAS, Contractor employs and/or contracts with qualified and duly licensed and/or certified staff with expertise and experience in providing GIS professional services; and

WHEREAS, LCSB desires to engage Contractor to provide such services for LCSB and Contractor is willing to provide such services for LCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR.

(A) SERVICES: LCSB hereby engages Contractor to provide training, software and support services for LCSB as requested by LCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent contractors of Company ("Company Staff")/Individual who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

(B) MANNER OF PERFORMANCE OF CONTRACTORS SERVICES.

- (i) Contractor shall perform all services under this Agreement in the manner and means it or he chooses, in its or his sole and absolute discretion and judgment. Contractor shall not be required to comply with LCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor shall not be required to perform services in any order or sequence specified by LCSB.
- (iii) Contractor shall not be required to attend meetings or participate in training conducted by LCSB as to specific methods or procedures.

- (iv) Contractor shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) Contractor shall not be required to submit any written or oral reports to LCSB except such reports as shall be required by law, regulation, or any governmental authority.
- (vi) The Contractor shall be responsible for payment of Contractor expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

(C) DOCUMENTATION: Contractor shall submit to LCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by LCSB.

2. **REPRESENTATIVES AND WARRANTIES; LIMITATION OF LIABILITY.**

Contractor represents and warrants to LCSB, upon execution and throughout the term of this Agreement, as follows:

(A) Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under this Agreement;

(B) None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

(C) Contractor shall perform the services required hereunder in accordance with:

- (i) all applicable federal, state, and local laws, rules, and regulations;
- (ii) all applicable policies of: LCSB;
- (iii) all applicable Bylaws, Rules, and Regulations of LEON COUNTY SCHOOLS;

(D) Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

(E) Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

(F) LCSB expressly acknowledges and agrees that the GIS Data being provided by Contractor is delivered "as-is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of marketability, and fitness for a particular purpose. Any GIS Data provided under this Agreement by the Contractor is believed to be reliable, but its accuracy and completeness are not guaranteed. The GIS Data may contain some nonconformities, defects, errors, or omissions. Contractor makes

no warranty with respect to the GIS Data. Without limiting the generality of the proceeding sentence, Contractor does not warrant that the GIS Data will meet the LCSB's needs or expectations, the use of the GIS Data will be uninterrupted, or that all nonconformities can or will be corrected. Contractor is not inviting reliance on this GIS Data, and LCSB should always verify actual GIS Data including, but not limited to, map, special, roster, and tabular information.

LCSB agrees to the limitation of liability provisions, as follows:

(A) In no event shall Contractor be liable to LCSB for the costs of procurement of substitute goods or services; lost profits; lost sales or business expenditures; investments; or commitments in connection with any business, loss of any goodwill, or any indirect, special, incidental, or consequential damages arising out of or related to this Agreement, or the provision of services, GIS Data, or documentation, however caused, on any theory of liability, and whether or not Contractor has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

(B) In no event will Contractor's total cumulative liability hereunder, for all causes of action of any kind, including, but not limited to, contract, tort (including negligence), strict liability, breach of warranty, misrepresentation, or otherwise, exceed the amounts paid to Contractor by LCSB for services, GIS Data, or documentation provided pursuant to this Agreement.

3. **INDEPENDENT CONTRACTOR.**

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of LCSB. Neither Contractor nor any Contractor staff shall be under the control of LCSB as to the manner by which results are accomplished, but only as to the results of Company's/Individual's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retain the right to contract with and provide _____

GIS professional

services to entities and individuals other than LCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Company's/Individual's staff's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Company/ Individual shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Company/ Individual staff. Contractor hereby expressly agrees to provide LCSB with proof of payment of such taxes in the event such is requested by LCSB by federal or State tax authorities. Any such proof will be provided directly to LCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any LCSB policies solely applicable to LCSB's employees, not to exclude policy directly related to vendors and contractors.

4. **TERM.**

The Initial Term of this Agreement shall be for a period of twelve (12) months, commencing October 23, 2007 and ending October 23, 2008 unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. **COMPENSATION.**

For the services rendered pursuant to this Agreement, Company/ Individual shall be paid by LCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

6. **BILLING.** Contractor shall bill LCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by LCSB, and LCSB shall pay each invoice within **thirty (30) days** after receipt thereof by LCSB. LCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. **CONFIDENTIALITY.**

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Company agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by LCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all LCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing,

Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to LCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from LCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.

- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Company/Individual, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. **CRIMINAL BACKGROUND CHECKS**

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) Be at a school when students are present; or (2) Have direct contact with students; or (3) Have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Leon County School Board Policy 2.021 also requires a background check of all vendors that meet the above requirements. In addition, all vendors will have a Sexual Predator Check completed if they meet the requirements as listed below.

Sexual Predator Check – All vendors who provide services under this contract will have a Sexual Predator Check completed by Purchasing Department personnel through the Florida Department of Law Enforcement prior to approval of any contract. This check will be performed at the FDLE website listed here: http://www3.fdle.state.fl.us/sexual_predators/

Level II Background Check – Any vendor providing services under this contract who will (1) Be at a school when students are present; or (2) Have direct contact with students; or (3) Have access to or control of school funds, that person shall have a **Level II background check** submitted through the Leon County School Board. The Leon County School Board shall submit vendor fingerprints and information to the Florida Department of Law Enforcement and the Federal Bureau of Investigation. The LCSB will inform the contractor of the approval/disapproval of the check within approximately one week. If any person does not meet the Board's requirements, as described in Policy 2.021, that individual shall not be allowed to perform services for Leon County Schools. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Leon County School Board. The cost of a Level II

Background Check is currently \$61.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County School Board.

9. **AUDITS, RECORDS, AND RECORDS RETENTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. **INSURANCE.**

Contractor shall secure and maintain at all times during the term of this Agreement, at Company's/Individual's sole expense, professional liability insurance covering Contractor and all Contractor staff in minimum amounts acceptable to LCSB and with a reputable and financially viable insurance carrier, naming LCSB as an additional insured. Such

insurance shall not be cancelable except upon thirty (30) days written notice to LCSB. Contractor shall provide LCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Company/ Individual agrees to notify LCSB immediately of any material change in any insurance policy required to be maintained by Contractor hereunder.

11. **TERMINATION.**

(A) **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

(B) **TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

(C) **IMMEDIATE TERMINATION BY LCSB.** LCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Company's/Individual's receipt of such notice) upon the occurrence of any of the following events:

- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Company/ Individual staff's professional license or certification, in the State of Florida, or
- (ii) conduct by Contractor or any Company/ Individual staff which affects the quality of services provided to LCSB or the performance of duties required hereunder and which would, in LCSB's sole judgment, be prejudicial to the best interests and welfare of LCSB or its students;
- (iii) breach by Contractor or any Company/ Individual staff of the confidentiality provisions of Section 7 hereof;
- (iv) failure by Contractor to maintain the insurance required under Section 11 of this Agreement;

(D) **EFFECT OF TERMINATION.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination:

Paragraphs 1(B), 2, 5, 13, and 15.

12. **ARBITRATION.**

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Leon County, Florida, in accordance with the rules

of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the tendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

13. **ENTIRE AGREEMENT; MODIFICATION.**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

14. **GOVERNING LAW.**

This Agreement shall be construed in accordance with the laws of the State of Florida.

15. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

16. **NOTICES.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to LCSB: The School Board of Leon County, Florida
 2757 West Pensacola Street
 Tallahassee, Florida 32304

Copy to: Jeff Wahlen
 Ausley & McMullen
 227 South Calhoun Street
 Tallahassee, FL 32301

If to Company/
Individual Name: Leon County
 c/o Lee Hartsfield, TLC GIS Coordinator

Address 301. South Monroe St.

City/State/Zip: Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. **WAIVER.**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

18. **CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

19. **ASSIGNMENT; BINDING EFFECT.**

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Company's/Individual's rights, duties or obligations under this Agreement without the prior written consent of LCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: The School Board of Leon County, Florida

PRINCIPAL/DEPARTMENT HEAD _____

DIVISION DIRECTOR Barbara K. Wills

LEON COUNTY, FLORIDA

BY: _____
C.E. DePuy, Jr., Chairman,
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

EXHIBIT A

Geographic Information System Professional Services

COMPANY FEID NUMBER: 59-6000708

Leon County, a political subdivision of the State of Florida

Tallahassee-Leon County Geographic Information System, a program within Leon County.

The City of Tallahassee, the Leon County Board of County Commissioners, and the Leon County Property Appraiser's Office entered into an Interlocal Agreement in May, 1990 to create a joint Geographic Information System, GIS. The mission of this GIS is to:

- Develop a common basemap
- Promote sharing of resources
- Reduce redundancy of data collection and creation
- Provide a mechanism to maintain the base map and other data layers
- Encourage enterprise information management solutions
- Enhance decision making for public officials

Specific responsibilities of the TLC GIS include oversight of the daily operations of the GIS. Daily operations include; personnel training, data standards, access and protection, record retention, archiving, purging, operating standards and procedures, problem solving mechanics and reporting. These activities assist in optimizing the usefulness of the GIS to its participants and the citizens of the City of Tallahassee and Leon County.

In addition, TLC GIS provides professional GIS fee-based services for entities that are not participants of the Interlocal Agreement. These services include; map making, GIS analysis and GIS training in the use and accepted practices of GIS. Tallahassee-Leon County GIS staff account for more than 50 years of GIS experience and training, with four certified GIS Professionals, GISP. It is recognized across the USA as a premier GIS program.

EXHIBIT B

FEE SCHEDULE

Tallahassee-Leon County GIS, TLC GIS, will provide geographic information system professional services to the Leon County School Board, LCSB. The GIS professional services provided will support both the concurrency and redistricting projects currently being undertaken by the LCSB staff.

The concurrency information is required under Senate Bill 360 for purposes of determining impacts to schools already over capacity. TLC GIS is working with the LCSB to provide different options for providing maps online that will illustrate the impacted school zones. In addition, TLC GIS will coordinate a maintenance process for updating the maps.

The school redistricting effort will include researching available GIS technology in order to provide an interactive application that will depict "real time" proposed changes to existing school zones. The interactive application will utilize ArcGIS software. TLC GIS will provide basic training and support to LCSB staff in order for them to assist in developing the data and deploying the application. TLC GIS will also provide online access to the redistricting options presented to the public by LCSB staff. Likewise, TLC GIS will provide maps and support staff for public meetings.

I. Map Production

The TLC GIS staff will provide maps on an as needed basis for supporting the Redistricting and Concurrency Projects. The maps may range from 8 1/2 x 11 inches to "E" sized maps. The maps will be reviewed by LCSB for acceptance as to layout and design. The maps may be used to support both work groups and public meetings.

The cost of this support is based on the published price of \$70 per hour (see Services and Data Available - www.tlccgis.org).

II. Application Research, Development and Training Services

Redistricting project

- Identify software requirements and research available extensions.
- Train LCSB staff on basic use of software application.
- Review student database
- Review student database requirements
- Establish student database into tabular format which can be read by software
- Establish spatial coordinate values from student addresses for purposes of geocoding (locational referencing) each student

EXHIBIT B

FEE SCHEDULE (continued)

- Set up recommended hardware with recommended software and student database and evaluate.
- Provide advanced training for application usage
- Provide on-site support at redistricting committee and/or public meetings, if required

Concurrency Project

- Evaluate school concurrency data for accuracy, completeness and spatial orientation
- Set up database for managing the school concurrency data with appropriate symbolization and spatial orientation

These services will be provided at a cost of \$120 per hour.

III. Web Services

- Determine number of map views, their respective layout and content
- Create PDF's to be placed on the Tallahassee-Leon County website. They will be viewable and downloadable to the public.
- PDF's will be revised as necessary as determined by the LCSB staff according to the redistricting process and concurrency assessments.

These services will be provided at a cost of \$120 per hour.

TLC GIS will bill LCSB for such services. This amount will not exceed \$20,000.

EXHIBIT C

FEDERAL SUBRECIPIENT ADDENDUM

1. General Information:

- A) CFDA Title N/A
- B) CFDA Number _____
- C) Award Name _____
- D) Award Number _____
- E) Award Year _____
- F) R & D Yes _____ No _____
- G) Federal Agency Name _____

2. The following requirements must be complied with:

- A) Federal Laws and Regulations _____
- B) Contract or Grant Agreement Provisions _____
- C) District Supplemental Requirements _____

3. _____ (Name of Subrecipient) shall allow LCSB to monitor activities to ensure use of the funds complies with the authorized purposes in compliance with Federal laws, regulations and the provisions of contracts or grant agreements and that performance goals are achieved.

4. _____ (Name of Subrecipient) shall meet the Single Audit and OMB Circular A-133 requirements within 120 days of _____ (Name of Subrecipient) fiscal year.

Note: To be used with Federal Grants Only



PROFESSIONAL/TECHNICAL SERVICES AGREEMENT
 LEON COUNTY SCHOOL
 CHECKLIST

The purpose of this checklist is to assist Administrators in deciding whether a vendor is an Independent Contractor and whether an Independent Contractor is required to furnish General or Automobile Liability and Errors and Omissions Insurance in order to perform services for the Leon County School Board. Each case may be different, and Administrators must protect the interests of the Leon County School Board.

An independent contractor is a person who contracts with another to do something for him/her, but who is not controlled by the other nor subject to the other's right to control with respect to his/her physical conduct in the performance of the undertaking.

QUESTIONS

	YES	NO
1. Will the vendor be working with minor children?	_____	<u> X </u>
2. Is the vendor a district employee?	_____	<u> X </u>
3. Is the vendor aware that LCSB is protected under Art. 768.28 (Sovereign Immunity)?	<u> X </u>	_____
4. Does the vendor have Errors and Omissions Coverage? If yes, what limit?	_____	<u> X </u>
5. Does the vendor have Worker's Compensation Insurance?	<u> X </u>	_____
6. Does the vendor comply with another's instructions concerning when, where and how to work? (For example, will you tell them how, when and where to work?)	<u> X </u>	_____
7. Is LCSB training the vendor?	_____	<u> X </u>
8. Does LCSB require that services be rendered personally?	_____	<u> X </u>
9. Does the vendor hire, supervise and pay his/her assistants?	<u> X </u>	_____
10. Has there been a continuing relationship between the vendor and the LCSB?	<u> X </u>	_____
11. Does the vendor set his own hours?	<u> X </u>	_____
12. Does LCSB require the vendor to work full-time on the project?	_____	<u> X </u>
13. Does LCSB require the vendor to work on school premises?	_____	<u> X </u>
14. Does LCSB require that services be performed in a set order or sequence?	_____	<u> X </u>
15. Does LCSB require the vendor to submit regular or written reports?	_____	<u> X </u>
16. Will LCSB be required to pay by the hour, week or month as compared to a straight commission schedule?	_____	<u> X </u>
17. Does LCSB pay vendor business or traveling expenses?	_____	<u> X </u>
18. Does LCSB furnish tools, materials, supplies and other equipment for the vendor?	_____	<u> X </u>

- 19. Is it possible for the vendor to realize a profit or suffer a loss?
- 20. Does the vendor have an owning interest in facilities used to provide services?
- 21. Does the vendor make his services available to the general public on a regular and consistent basis?
- 22. Can the LCSB discharge the vendor?
- 23. Can the vendor terminate his services to LCSB whenever he wishes without liability?
- 24. Is the vendor engaged in a distinct occupation or business?
- 25. Does the vendor perform a service which is a part of the regular business of the LCSB?
- 26. What is the length of service? 6 months
- 27. Is this a Construction Services Agreement?

When looking at the answers provided on this Professional/Technical Services Agreement, Administrators will review all options. The more control that the LCSB exercises over the vendor, the more likely the vendor can be considered as an employee. The Internal Revenue Service (IRS) and the Florida Retirement System (FRS) look at each case separately; therefore, there are no exact number answers for them to rule either way. The more control LCSB exercises over the vendor, the less likely that vendor will be considered as an Independent Contractor.

Note: Administrators may not have vendors render services until the PTSA is approved by the Purchasing Department. Although there is no right or wrong answer, Administrators are reminded that the welfare of the LCSB is paramount.



PTSA WAIVER FORM

The purpose of this waiver form is to provide a medium by which administrators can explain the reasons for a particular vendor not being required to provide insurance according to the Professional/Technical Services Agreement (PTSA) and the PTSA Checklist*. This waiver form is to be used only in conjunction with the PTSA.

1. Date: September 28, 2007
2. Site: Services are not provided on Leon County Schools property.
3. Contractor's Name: Leon County
4. Reason why administrator feels insurance requirements should be waived:
 - Contractor will not be working with minor children.
 - Contractor will be escorted by Leon County School Board employee during **the entire time** he/she is in the presence of minor children.
 - Services to be provided will not place the School District at risk (please explain).

Other (Please explain in detail; attach additional documentation if necessary)

* Be sure to attach PTSA checklist with this form.

Purchasing Director Approval: YES NO

Date Approved: _____

BAW Rev. 4/15/2003