

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between **ALONZO SIGN LANGUAGE INTERPRETING** ("Contractor"), and the School Board of Clay County, Florida ("Board" or "District"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on the date it is fully executed by the Parties.

WHEREAS, the District is engaged in the activity of providing educational opportunities to children; and

WHEREAS, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the District desires to engage the services of Contractor, the Parties agree as follows:

1. Contractor shall timely perform and deliver to the District services which include: **Interpreting services to eligible ESE students, as determined by the Individual Education Plan (IEP) and to parents who require such a mode of communication.**

2. In exchange, Contractor shall be compensated by the District as follows: **Rates remain at \$38.00 or \$40.00 per hour for intermittent/substitute service, portal to portal for interpreters traveling outside their county. Travel time is to be billed to closest quarter hour. Travel time will be capped at one hour per interpreter. The School Board agrees to notify Contractor at least twenty-four (24) hours in advance of cancellation (including student absence). The School Board agrees to pay a four (4) hour minimum for all events in which notice is provided less than twenty-four**

(24) hours in advance. Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes ("Prompt Payment Act").

3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on **June 30, 2019** unless earlier terminated as set forth below.

4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may **immediately** terminate this Agreement without penalty upon: (a) Contractor's violation of any federal, state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter

into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws, regulations, or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance ("COI") which must provide for the following policies of insurance/coverages at the minimum amounts shown:

1. General Liability Policy:
\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
2. Auto Liability Policy:
\$1,000,000.00 combined single limit
\$5,000,000.00 (if charter or common carrier)
3. Worker's Compensation Policy:
\$100,000

Note: If the Contractor is exempt from Worker's Compensation insurance obligations, the Contractor must sign the *Worker's Compensation Acknowledgment Form* attached hereto as **Exhibit A**.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days' notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts

responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity shall not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contractor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

IN WITNESS WHEREOF, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

AS TO CONTRACTOR:

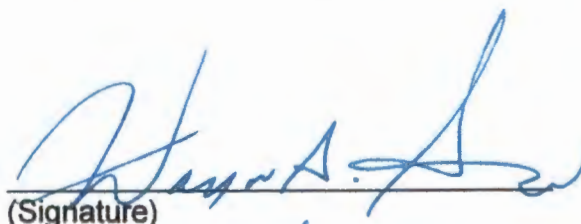
Wayne A. Alonzo
(Printed Name)

Owner
(Title)

P.O. Box 351888

Palm Coast, FL 32135
(Address)

(Phone number and e-mail)


(Signature)

8/31/18
(Date)

AS TO BOARD/DISTRICT:

(Printed Name)

(Title)

(Address)

(Phone number and e-mail)

(Signature)

(Date)

EXHIBIT A

**INDEPENDENT CONTRACTOR
WORKERS COMPENSATION ACKNOWLEDGEMENT**

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. Contractor maintains a separate business with its own work equipment, material, and accommodations.

3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.

6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

7. Contractor either provides its own workers compensation coverage or has

elected to be exempt from workers compensation coverage.

8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

9. Contactor had an opportunity to review and consult with legal counsel regarding this document.

10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Alonzo Sign Language
Interpreting, LLC

Signature of Authorized Representative: Wayne A. Alonzo

Printed Name of Authorized Representative: Wayne A Alonzo

Title of Authorized Representative: Owner

Date: 7/19/18



ALONSIG-01

CTQJSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CH Insurance Brokerage Services Co., Inc. 100 S. Salina St. Suite 370 Syracuse, NY 13202		CONTACT NAME: Gary Meyer PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: GMeyer@dhhinsurance.com	
INSURED Alonzo Sign Language PO Box 351888 Palm Coast, FL 32135-1888		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ind Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

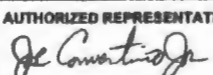
Approved by Client's 9/11/18

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHSD1366824	09/02/2018	09/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHSD1366824	09/02/2018	09/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			PHSD1366824	09/02/2018	09/02/2019	Ea. Claim 1,000,000
A	Professional Liab.			PHSD1366824	09/02/2018	09/02/2019	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The School Board of Clay County is named as Additional insured with respect to General Liability.

CERTIFICATE HOLDER Additional Insured School Board of Clay County 23 S. Green St. Green Cove Springs, FL 32043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: 10/4/2018

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8/9/18

Contact Initiator (Name of Person Overseeing the Contract): Jeri Hardin Telephone Number: 904-336-6867

School/Department Submitting Contract: County Office / Exceptional Student Education

Vendor/Contractor Name: Alonzo Sign Language Interpret - Palm Coast

Contract Title: Interpreters Services Contract - FY 2018-2019

Contract Type: New Renewal Amendment Extension Date Original Contract Approved: 08/20/2011

Contract Term: July 1, 2018 - June 30, 2019 Renewal Options(s):

Contract Cost: \$453,600.00 Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source: 0100.5200.0310.0005.0000 Purchase Requisition No.: R010417

Strategic Plan Tie-in Explanation: 1.3 Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce. Services are required under the Individuals with Disabilities Education Act (IDEA).

Pre-Approved by Superintendent or Designee? Yes No

Additional Information: Throughout the year, the district provides sign language interpreting services for ESE students and parents. This allows the district to provide the necessary communication mode on an as needed basis. This contract provides interpreting services to eligible ESE students, as determined by the Individual Education Plan (IEP) and to parents who require such a mode of communication. Interpreters are extremely difficult to hire directly as school board employees. Contracting with Alonzo Sign Language Interpreters ensures that the district meets the IDEA requirements of a free, appropriate public education (FAPE) for all students with disabilities.

RECEIVED
AUG 10 2018
PURCHASING

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract: "The terms and conditions Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements: SBAO

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

(If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage).

RECEIVED
8/16/18

Approvals			Comments
Purchasing Department	Approved	Denied	Using SBAO so why addendum A? but good thing because Section 2 is missing words (Obit 0310 Health Pet talk w/ Rott)
Review Date: 8/14/2018	BJS	DAI	
Risk Management Department	Approved	Denied	NOT additionally insured as noted in contract. Correct COI Received
Review Date: 8/16/18	BJS	DAI	
School Board Attorney	Approved	Denied	
Review Date: 8/16/18			
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			