

- b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

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 termination by the SBCC 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 SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

- 25. **Government Funding:** Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.

SBCC'S Representative with CONTRACTOR is: Heather Teto, Chief of Elem. Educ.

School/Department Name: Elementary Education

Mailing Address: 23 South Green Street, Green Cove Spr., FL 32043

Phone #: 904-336-6906 Email Address: heather.teto@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

By: Ashley Gilhousen

Print Name: Ashley Gilhousen

Title: Board Chair

Date: 6/27/2024

CONTRACTOR

By: Brad P. Baird
Brad P. Baird (May 16, 2024 15:56 NDT)

Print Name: Brad P. Baird

Title: CEO

Date: May 16, 2024