



## **Consultant Services Agreement (Companies, Corporations, or Partnerships)**

This Consultant Services Agreement (“Agreement”) is made as of the effective date set forth below, by and between the SCHOOL BOARD OF ALACHUA COUNTY (“BOARD”) and \_\_\_\_\_ (“CONSULTANT”) whose address is \_\_\_\_\_, for consultant services by CONSULTANT TO BOARD described in Attachment A, “Scope of Services,” which is attached hereto and incorporated herein.

1. CONSULTANT represents that it is an independent contractor and that it requires that BOARD treat it as such. CONSULTANT agrees:
  - (a) That it has no rights to any benefits extended by BOARD to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
  - (b) That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, BOARD will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
  - (c) CONSULTANT agrees, as an independent contractor and not an employee of BOARD, it is responsible for providing their own Worker’s Compensation Insurance and social security/self-employment contributions.
2. CONSULTANT assumes the entire responsibility for performance of the work described in Attachment A and further expressly agrees to indemnify and hold harmless SBAC, its officers and employees, from and against any and all claims for personal injury, death or property damage, and any other losses, damages, charges or expenses, including attorney’s fees and other costs and expenses incurred by BOARD with respect to such claims and those incurred by BOARD in its efforts to enforce the responsibilities accepted by CONSULTANT, which arise or are alleged to have arisen out of, in connection with, or by reason of the performance of CONSULTANT’S services.
3. CONSULTANT agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONSULTANT shall review and comply with the confidentiality requirements of federal and state law and BOARD policy regarding access to and use of records.
4. CONSULTANT will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONSULTANT warrants and represents to BOARD that it possesses the expertise, capability, equipment and personnel to properly perform the Services and that it is properly and legally licensed to perform the Services. CONSULTANT acknowledges that BOARD is relying on the warranties and representations made by CONSULTANT.

5. **Method of Payment:** Services satisfactorily performed will be compensated on a monthly basis in accordance with Attachment A and the following terms:
  - (a) Requests for payment shall be submitted not more often than monthly. Such requests shall be accompanied by a description of services that will itemize the professional services furnished pursuant to this Agreement and details of any expenses or other costs for which reimbursement is being sought. Payment will be made by SBAC within 30 days of an acceptable request for payment.
  - (b) Reasonable and necessary direct expenses, as authorized by and listed in Attachment A, will be reimbursed at CONSULTANT'S actual cost (no allowance for mark-up or surcharge). Documentation of expenses incurred shall be maintained and submitted with requests for payment.
  - (c) Direct reimbursement for travel expenses, if any, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable BOARD policies.
  - (d) Incurrence of other direct expenses, if any, must be pre-approved in writing by BOARD.
6. BOARD and CONSULTANT have mutual rights to terminate this Agreement at any time upon thirty (30) days written notice to the other party. However, if it is determined by BOARD that the work is not being performed as agreed herein, CONSULTANT shall be deemed to be in default, and the SBAC reserves the right to cancel this Agreement immediately.
7. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
8. CONSULTANT shall not assign this Agreement in whole or in part, without the express written consent of the BOARD Purchasing Department.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Alachua County, Florida.
10. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
11. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
12. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
13. The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the Agreement.
14. CONSULTANT shall retain records associated with the goods and services provided herein for a period of three years following final payment. CONSULTANT shall, with reasonable notice, provide BOARD access to these records during the above retention period.
15. **Jessica Lunsford Act.** BOARD is required to conduct background screening of CONSULTANT (including its employees, agents, and sub-contractors) (go to [www.sbac.edu](http://www.sbac.edu) for finger printing and Level 2 screening procedures). Background screening includes submission of CONSULTANT's (to include its employees, agents, and subcontractors) fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by CONSULTANT:
  - (a) If CONSULTANT's performance either **is** anticipated to result in direct contact with students, or will give CONSULTANT access to or control of school funds, then the screening standard is that CONSULTANT may not have been convicted of a crime involving moral turpitude. BOARD has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances;

- (b) If CONSULTANT's performance **is not** anticipated to result in direct contact with students, then the screening standard is that CONSULTANT may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435](#)(1)(a)1., relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

**Exemptions from fingerprint based background screening:** If CONSULTANT's work is non-instructional in nature, then CONSULTANT may be exempt from the background screening requirements above if CONSULTANT meets one of the following criteria: **1)** CONSULTANT is under the direct supervision of a School Board employee or contractor or one or more CONSULTANT employees who have had a criminal history check and meets the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more CONSULTANT employees are physically present with CONSULTANT when CONSULTANT has access to a student and the access remains in the School Board employee's or the contractor's or the CONSULTANT's employees' line of sight; **2)** CONSULTANT is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and CONSULTANT submits evidence of meeting the following criteria: a) CONSULTANT meets the screening standards in s. 435.04, b) CONSULTANT's license or certificate is active and in good standing, if CONSULTANT is a licensee or certificate-holder, c) CONSULTANT has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** CONSULTANT is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by CONSULTANT's employer; **4)** CONSULTANT is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transport-tion services; **5)** CONSULTANT remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** CONSULTANT provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if CONSULTANT is exempt as defined above, then CONSULTANT will be subject to a search of CONSULTANT's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

**Certification:** By executing this Agreement, CONSULTANT swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBAC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and BOARD may avail itself of all remedies pursuant to law. CONSULTANT agrees to indemnify and hold harmless BOARD, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONSULTANT's failure to comply with any of the above.

16. CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONSULTANT:

*Workers Compensation – Coverage A - Statutory*

*Comprehensive General Liability - \$1,000,000 Each Occurrence, \$1,000,000 Per Project Aggregate*

**\$1,000,000 Products and Completed Operations, Aggregate, Premises operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to BOARD approval as to form and issuing company. BOARD shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONSULTANT shall furnish BOARD's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **CONSULTANT is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by BOARD, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONSULTANT's obligation to fulfill the insurance requirements herein.

17. CONSULTANT shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBAC insurance program.
18. CONSULTANT recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONSULTANT, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to BOARD networks (hereinafter "Confidential Information"). CONSULTANT agrees that neither it nor any CONSULTANT agent, employee officer, or subcontractor 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 the BOARD in writing, any Confidential Information. In addition, following expiration of said Agreement, CONSULTANT, its agents, employees, officers, and subcontractors shall either destroy or return to BOARD all Confidential Information. With 72-hours written notification, BOARD reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONSULTANT'S facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. CONSULTANT shall be required to complete an access request form. The form, along with a fully executed copy of this Agreement, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the Agreement expiration date. Further, CONSULTANT shall comply with BOARDS's "Information Security Responsibilities" document, incorporated herein by reference, available at [http://www.sbac.edu/files/\\_IOHzs\\_/a70b66390a32737c3745a49013852ec4/Yearly%20ACPSINFOSECRES\\_1.pdf](http://www.sbac.edu/files/_IOHzs_/a70b66390a32737c3745a49013852ec4/Yearly%20ACPSINFOSECRES_1.pdf).

Article 19 is ☐ or is not ☐ applicable to this Agreement:

Article 19 applies to services to be performed by CONSULTANT, which are customarily provided by SBAC or which SBAC is in the business of providing. If CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, contact the custodian of public records at (352) 955-7461, [staffattorney@gm.sbac.edu](mailto:staffattorney@gm.sbac.edu), 620 east university avenue, Gainesville, Florida 32601.

19. CONSULTANT is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONSULTANTs duties under this Agreement, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and

following completion of the contract if CONSULTANT does not transfer the records to SBAC; d. Upon completion of the contract, transfer, at no cost, to SBAC all public records in possession of CONSULTANT or keep and maintain public records required by SBAC to perform the service. If CONSULTANT elects to transfer all public records to SBAC upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.

20. EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): CONSULTANT and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, titled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR, Chapter 60. This applies to all construction work >\$10,000.
21. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): CONSULTANTS and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations, 29 CFR, Part 3. This applies to all construction and repair work >\$2,000.
22. DAVIS BACON ACT (34 CFR 80.36(I)(5)): CONSULTANT and its subcontractors shall comply with the Davis Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000, and requires CONSULTANTS and its subcontractors to pay employees not less than the prevailing wages plus fringe benefits published in the applicable Department of Labor wage rate determination document.
23. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): CONSULTANT and its subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS-LOWER TIER COVERED TRANSACTIONS. This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110. By signing this Agreement, the prospective lower tier participant is providing the certification set out below. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The prospective lower tier participant shall provide immediate written notice to the person to which this Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Agreement is submitted for assistance in obtaining a copy of those regulations. The prospective lower tier participant agrees by signing this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. The prospective lower tier participant further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all Agreements for lower tier covered transactions. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction,

unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized by the department or agency with which this transaction originated, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. By signing this Agreement, the prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency and where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this Agreement.

BOARD'S Representative with CONSULTANT is \_\_\_\_\_

School/Department Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

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**ACCEPTED AND AGREED TO:**

**SCHOOL BOARD OF ALACHUA COUNTY**

By: \_\_\_\_\_

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

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

**CONSULTANT**

By: \_\_\_\_\_

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

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

Tax ID #: \_\_\_\_\_

ATTACHMENT A –  
SCOPE OF SERVICES

**1. DESCRIPTION OF SERVICES** (consultant may provide this information and append it to the Agreement)

Services include, but are not necessarily limited to, the following:

**2. SCHEDULE**

CONSULTANT shall commence performance of the Services on \_\_\_\_\_, and the Services shall be completed on or about \_\_\_\_\_.

**3. FEE** (check one)

- ☐ BOARD shall compensate CONSULTANT for successful performance of the Services in the firm fixed price amount of \_\_\_\_\_ Dollars and \_\_\_\_/100 (\$\_\_\_\_\_). Direct reimbursable expenses authorized by the school or department shall be appended to this Attachment (see item #5 of the contract for additional information).
- ☐ BOARD shall compensate CONSULTANT for successful performance of the Services in the Not-To-Exceed amount of \_\_\_\_\_ Dollars and \_\_\_\_/100 (\$\_\_\_\_\_). CONSULTANT is not authorized to exceed this amount. CONSULTANT's hourly labor rate is \$\_\_\_\_\_. Direct reimbursable expenses authorized by the school or department shall be appended to this Attachment (see item #5 of the contract for additional information).