



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: 16-695

TITLE

Approval of Contract Renewal 1 of 3 with Vernis & Bowling of the Florida Keys

BACKGROUND INFORMATION

Renewal of contract to provide legal services to the School Board, Superintendent and District Staff.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$____

CONTRACT INFORMATION

Contract with: Vernis & Bowling of the Florida Keys

Contract value: NTE \$320,000

Contract Purpose / Description: Provide legal services to the School Board, Superintendent and District Staff.

Contract Originator: Patrick Lefere, Executive Director, Operations and Planning, x53392

Board Meeting Date: June 13, 2017

RECOMMENDATION

Approve Contract Renewal 1 of 3 with Vernis & Bowling of the Florida Keys



Monroe County School District

Superintendent of Schools
Mark T. Porter

Master

File Number: 16-695

File ID: 16-695

Type: Agenda Item

Status: Agenda Ready

Version: 1

Vendor:

Action By: School Board

Department: Operations and
Planning

File Created: 05/22/2017

Subject:

Final Action:

Title: Approval of Contract Renewal 1 of 3 with Vernis & Bowling of the Florida
Keys

Internal Notes:

Agenda Date: 06/13/2017

Sponsors:

Effective Date:

Attachments: VB Contract_Renewal 2017 Signed.pdf, Original
Contract.pdf, Insurance

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Patrick.Lefere@KeysSchools.com

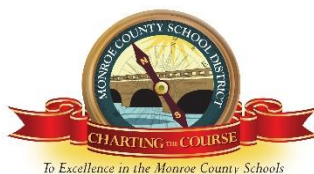
Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/7/2017	Suanne Lee	Approve	6/9/2017
1	2	6/7/2017	Wanda Menendez	Approve	6/9/2017
Notes: Please have a certificate of insurance issued naming the District as an additional insured for the General Liability.					
1	3	6/7/2017	James Drake	Approve	6/9/2017
1	4	6/7/2017	Ryan Abrams	Approve	6/9/2017
1	5	6/8/2017	Patrick Lefere	Approve	6/10/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and **Vernis & Bowling of the Florida Keys, P.A., and Dirk Smits, Esq.** ("Contractor"), in order to renew the agreement ("Original Contract") between the parties dated **June 29, 2016** (original contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the **1 of 3** renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").
2. The Renewed Contract shall commence on **June 16, 2017** and expire on **June 15, 2018**.
3. Compensation shall be in accordance with Paragraph 3 of the Original Contract with a total compensation for services provided during the term of this Contract Renewal **not to exceed \$320,000**.
4. All other terms and conditions of the Original Contract shall remain in full force and effect.
5. Contractor's obligations to maintain insurance remains in effect as evident by the updated copy attached.
6. Contractor hereby certifies that the Relationship Disclosure Affidavit and Debarment Certification as submitted as attachments to the Original contract have remained unchanged or has submitted new documents as necessary.

NOTE: A copy of the original contract must accompany this renewal.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this 13th day of

June, 2017.



SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

June 13, 2017

DATE



SIGNATURE OF SUPERINTENDENT

June 13, 2017

DATE



SIGNATURE OF DIRK M. SMITS, INDIVIDUALLY

6/13/17

DATE



VERNIS & BOWLING OF THE FLORIDA KEYS

6/15/17

DATE

DIRK M. SMITS, MANAGING MEMBER

PRINT NAME AND TITLE

2015-2016



SCHOOL BOARD AGENDA ITEM RATIONALE

DATE OF BOARD ACTION: June 28, 2016

DISTRICT DEPARTMENT: Legal Services

DIRECTOR/SUPERVISOR'S SIGNATURE:


VERNIS & BOWLING
ATTORNEYS AT LAW - EST. 1970

Digitally signed by Theron Simmons, Esq.
DN: cn=Theron Simmons, Esq., o=Vernis and Bowling P.A.,
ou=Legal, email=tsimmons@florida-law.com, c=US
Date: 2016.06.21 15:31:42 -04'00'

SUBJECT: Vernis & Bowling Legal Services Contract



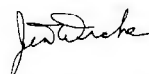
AGENDA ITEM TITLE: Approve the contract with Vernis & Bowling

BACKGROUND INFORMATION:

Vernis & Bowling of the Florida Keys and Dirk M. Smits, B.C.S., have been the legal counsel to the District and Board for 19 years, providing cost-effective legal services, advice and representation in legal matters.

ITEM BUDGETED:

☒ Yes ☐ No ☐ N/A Total Cost: \$102,000

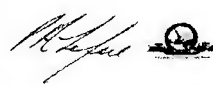



Digitally signed by Jim Drake
DN: cn=Jim Drake, o=MCSD,
ou=Finance,
email=James.Drake@keysschools.co
m, c=US
Date: 2016.06.21 17:01:34 -04'00'

Executive Director, Finance

RECOMMENDATION:

Approve renewal of Vernis & Bowling of the Florida Keys P.A. and Dirk M. Smits, B.C.S. legal services contract.

<u>REVIEWED BY ADMINISTRATION:</u>	Yes: <input checked="" type="checkbox"/>	 Patrick Lefere 2016.06.21 15:42:11 -04'00' Executive Director
<u>REVIEWED BY ATTORNEY:</u>	Yes: <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	 VERNIS & BOWLING ATTORNEYS AT LAW - EST. 1970 Digitally signed by Theron Simmons, Esq. DN: cn=Theron Simmons, Esq., o=Vernis and Bowling P.A., ou=Legal, email=tsimmons@florida-law.com, c=US Date: 2016.06.21 15:31:52 -04'00' Signature Required

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

CONTRACT SUMMARY ROUTING SHEET


SECTION ONE:

Contract with: Vernis & Bowling of the Florida Keys and Dirk M. Smits, Esq
 Contract value: \$102,000.00 Effective Date: 06/15/2016
 Budget Coding: _____ Expiration Date: 06/15/2017

Contract Purpose/Description: _____
Renewal of contract with School Board legal counsel for provision of retainer services and additional
services as necessary.

Contract Originator: Theron Simmons, Esq. 53325 Legal
 (Name) (Ext) (Department/School)


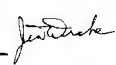
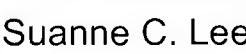

Executive Officer of Originating Dept.: _____


 Digitally signed by Theron Simmons, Esq.
 DN: cn=Theron Simmons, Esq., o=Vernis and Bowling
 P.A., ou=Legal, email=tsimmons@florida-law.com, c=US
 Date: 2016.06.21 15:32:06 -0400

For Board meeting on: 6/28/2016

Agenda Deadline: 6/21/2016

SECTION TWO:

	<u>Date In</u>	<u>Reviewer Signature</u>	<u>Date Out</u>
1. <u>HR:</u>	_____	_____	_____
<i>Comments:</i>	_____		
2. <u>Risk:</u>	_____	 Digitally signed by Wanda Menendez DN: cn=Wanda Menendez, o=Monroe County District School Board, ou=Employee Benefits & Risk Management Specialist, email=wanda.menendez@keysschools.com, c=US Date: 2016.06.22 11:45:02 -0400	_____
<i>Comments:</i>	_____		
3. <u>Finance:</u>	_____	 Digitally signed by Jim Drake DN: cn=Jim Drake, o=MCSB, ou=Finance, email=James.Drake@keysschools.com, c=US Date: 2016.06.21 16:08:59 -0400	_____
<i>Comments:</i>	_____		
4. <u>Purchasing:</u>	_____	 Digitally signed by Suanne C. Lee DN: cn=Suanne C. Lee, o=Monroe County School District, ou=Purchasing Contracts/Property/Records Management, email=Suanne.Lee@KeysSchools.com, c=US Date: 2016.06.22 06:45:05 -0400	_____
<i>Comments:</i>	_____		
5. <u>Legal:</u>	_____	 Digitally signed by Theron Simmons, Esq. DN: cn=Theron Simmons, Esq., o=Vernis and Bowling P.A., ou=Legal, email=tsimmons@florida-law.com, c=US Date: 2016.06.21 15:32:16 -0400	_____
<i>Comments:</i>	_____		



THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Vernis & Bowling of the Florida Keys, P.A., and Dirk M. Smits, Esq. (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from:

June 15, 2016 to June 15, 2017.

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

1. Furnish to MCSB legal services, providing the School Board with legal advice and opinions, representation of the School and District personnel in legal matters concerning the District, making recommendations to the School Board regarding legal issues, and performing all other legal services the District may require.
2. Maintain accessibility and availability to all School Board members and the Superintendent and executive staff on an 'on call' basis.

3. Attendance at all School Board meetings, special meetings, budget meetings and any other public meetings as necessary for conducting School Board business or as required by law or the Board and/or Superintendent.
4. The Firm will be responsible for paying the salaries, wages, health insurance and other benefits of its employees and representatives.

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit "n/a"* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. **COMPENSATION**

School Board shall pay Contractor the sum of **\$8,500 monthly retainer fee** to include attendance at two monthly board meetings, phone calls with board members, and for non-specialized litigation and non-litigation matters to be handled by in-house representation two days (15 hours) a week. MCSB shall pay the Firm at an hourly rate for additional work performed for the District. The Firm's hourly rate shall be \$135 per hour for junior associate attorneys at the Firm and \$145 per hour for work performed by senior attorneys having 5 or more years of experience handling government legal matters. Paralegals shall be paid at \$85.00 per hour. These hourly charges are to be made without regard to any overtime charges that must be paid by the Firm to its employees. The Firm will provide billing statements to the MCSB on a monthly basis. No payment shall be due until the MCSB verifies that all services for which payment has been requested have been fully and satisfactorily performed.

Attorneys are responsible to effectively manage travel expenses in county for School related legal matters. Travel expenses outside Monroe County may be reimbursed if travel was approved in advance by the Board. Reimbursable travel expenses, if approved in advance, are the cost of transportation by the least expensive practicable means (e.g., coach class air travel), the cost of reasonable hotel accommodations, and the cost of transportation while out of town (e.g., buy cab or rental car, whichever seems reasonable, at the lowest available rate). Authorized travel expenses will be reimbursed in accordance with the applicable provisions of the Board's policy for "approved travelers".

4. **INSURANCE**

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured.

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

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit "_____"*:

 x **General Liability Insurance**

Amount: \$1,000,000/\$2,000,000

 x **Professional Liability Insurance**

Amount: \$5,000,000

 x **Vehicle Liability Insurance**

Amount: \$1,000,000

 N/A **Workers Compensation Insurance**

Amount: _____

5. **COMPLIANCE WITH LAWS AND POLICIES**

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

The Firm currently handles several matters for the School Board and it is anticipated that a future need for the law firm's services will be required. Therefore, pursuant to Florida Statute §112.313(16) entitled Local Government Attorneys, this is a specific provision of this Contract authorizing the use of The Firm to complete legal services for the School Board as it has been in the past in addition to the services pursuant to this contract.

6. **INDEPENDENT CONTRACTOR STATUS**

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the

other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

8. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, 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 MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon 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 the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

9. **ASSIGNMENT**

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

10. **AMENDMENT**

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

11. **INDEMNIFICATION, GOVERNING LAW & VENUE**

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal

funds:

- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
- (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment

without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or

recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

20. **SEVERABILITY**

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

21. **COUNTERPARTS**

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

22. **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 to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

23. **CAPTIONS**

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

24. **ENTIRE CONTRACT**

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

25. **NOTICES**

All notices required by this Contract, unless otherwise provided herein, 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:

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road

Key West, FL 33040

With a copy to:

Monroe County School District Counsel:
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

IN WITNESS WHEREOF, the parties have executed this Contract on this 29 day of June, 2016.

Andy Griffiths

Digitally signed by Andy Griffiths, District 2
DN: cn=Andy Griffiths, District 2, o=Monroe
County School District, ou=SCHOOL BOARD,
email=Sally.Abrams@KeysSchools.com, c=US
Date: 2016.06.30 15:31:31 -04'00'

board approved 06.28.16

SIGNATURE OF CHAIRPERSON OF THE BOARD

DATE

Mark T. Porter

Digitally signed by Mark T. Porter
DN: cn=Mark T. Porter, o=Monroe County School District,
ou=Superintendent of Schools, email=Mark.T.Porter@KeysSchools.com,
c=US
Date: 2016.06.29 19:32:19 -04'00'

board approved 06.28.16

SIGNATURE OF SUPERINTENDENT

DATE

not applicable.

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME AND TITLE

SIGNATURE OF VERNIS & BOWLING OF THE
FLORIDA KEYS, P.A.

DATE

PRINT NAME AND TITLE

Dick M. Scullys managing member

not applicable.

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: _____ and Nature of services presently being offered to School District: _____

2) I have ____ have not ____, at any time, excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

- The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

(Signature of Authorized Representative)
Print: _____

Dated: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, being personally known, ____ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Dirk M. Smits, of the City/Township/Parrish of Islamorada, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: Vernis & Son Inc. The Florida Keys
Nature of services presently being offered to School District: Legal

2) I have have not at any time, excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

- The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

School Board/District legal counsel for 19 years, have known both present and past Board Members and various District employees.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Dated: 6/21/16

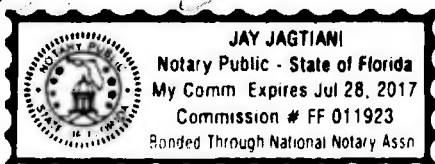
(Signature of Authorized Representative)
Print: Dirk M. Smits

STATE OF Florida,
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Dirk M. Smits who, being personally known, or having produced as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 21 day of June 2016.

NOTARY PUBLIC

7/28/17
My commission expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2016

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 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 National Risk Management & Associates, Inc. Robert J. Ray License #A215767 P.O. Box 521550 Longwood, FL 32752-1550		CONTACT NAME: Robert J. Ray PHONE (A/C, No, Ext): 407-767-2950 E-MAIL: Robert.Ray@nrmafla.com ADDRESS: Robert.Ray@nrmafla.com		FAX (A/C, No): 407-767-9117
INSURED Vernis & Bowling et al Vernis & Bowling of the Florida Keys, PA 1680 Northeast 135th Street Miami FL 33181		INSURER(S) AFFORDING COVERAGE INSURER A: Amtrust International Underwriters INSURER B: QBE North America INSURER C: Foremost Insurance Group INSURER D: Lexington Insurance Company INSURER E: INSURER F:		
		NAIC #		

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PPS000607962	02/14/2016	02/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PPS000607962	02/14/2016	02/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 250		PPS000607962	02/14/2016	02/14/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC0421613303	08/02/2016	08/02/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Lawyer's Professional Liability		SES1332386	02/23/2016	02/23/2017	Limits: \$5,000,000/\$5,000,000
B	Excess Professional Liability		QPL0043647	02/23/2016	02/23/2017	Limits: \$5,000,000/\$5,000,000
D	Excess Umbrella Liability		025267262	06/12/2016	06/12/2017	Limits: \$10,000,000/\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Law Firm

CERTIFICATE HOLDER**CANCELLATION**MONROE COUNTY SCHOOL DISTRICT
241 TRUMBO ROAD
KEY WEST, FLORIDA 33040
ATTN: SALLY SMITH
PHONE: (305) 293-1400 FAX: (305) 293-1406

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2017

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.

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PRODUCER National Risk Management & Associates, Inc. Robert J. Ray License #A215767 P.O. Box 521550 Longwood FL 32752-1550		CONTACT NAME: Robert J. Ray PHONE (A/C, No. Ext): (407) 767-2950 FAX (A/C, No): (407) 767-9117 E-MAIL ADDRESS: Robert.Ray@nrmafla.com	
INSURED Vernis & Bowling et al Vernis & bowling of the Florida Keys, PA 1680 Northeast 135th Street Miami FL 33181		INSURER(S) AFFORDING COVERAGE INSURER A: Amtrust International Underwriters INSURER B: QBE North America INSURER C: Foremost Insurance INSURER D: INSURER E: INSURER F:	


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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PPS000607962	02/14/2017	02/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 250			PPS000607962	02/14/2017	02/14/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			WC0421613303	08/02/2016	08/02/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Lawyer's Professional Liability			SES1332386	02/23/2017	02/23/2018	Limits of Liability: \$5,000,000/\$5,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Law Firm

CERTIFICATE HOLDER MONROE COUNTY SCHOOL DISTRICT 241 TRUMBO ROAD KEY WEST, FLORIDA 33040 ATTN: SALLY SMITH PHONE: (305) 293-1400 FAX: (305) 293-1406	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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