

# AGENDA

## REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD  
MAX D. WALKER ADMINISTRATION BUILDING  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA

May 22, 2018

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

### ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**
  - a. April 17, 2018, 10:00 a.m. – Executive Session  
Immediately Following Executive Session - School Board Workshop
  - b. April 24, 2018, 4:30 p.m. – School Board Workshop
  - c. April 24, 2018, 6:00 p.m. - Regular School Board Meeting
  - d. May 7, 2018, 6:00 p.m. – School Board Workshop
  - e. May 14, 2018, 6:00 p.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.
6. FINANCIAL TRANSACTIONS
  - a. Crossroad Academy Financial Reports - **SEE PAGE #5**  
  
Fund Source: N/A  
Amount: N/A  
  
ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Communities In Schools of Florida for AmeriCorps Vista - **SEE PAGE #10**

Fund Source: Federal Programs  
Amount: \$25,000

ACTION REQUESTED: The Superintendent recommends approval.

- b. Agreement for Security Services for 2018 – 2019 – **SEE PAGE #17**

Fund Source: 1100 Fund – General  
Amount: \$198,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Consulting Agreement with 3PM Consulting Group LLC for Assistance with Skyward Finance/HR Implementation – **SEE PAGE #33**

Fund Source: 1100 Fund – General  
Amount: \$11,100

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. Continuing Services for Construction Management on Minor Projects – District Wide – **SEE PAGE #42**

Fund Source: 1100  
Amount: Cost proposal per project (not to exceed \$500,000)

ACTION REQUESTED: The Superintendent recommends approval.

- b. Continuing Services for Mechanical Maintenance and Repair – District Wide **SEE PAGE #45**

Fund Source: 1100  
Amount: \$75.00/hourly rate (Key Heating and Cooling)  
\$80.00/hourly rate (Engineered Cooling Services)

ACTION REQUESTED: The Superintendent recommends approval.

- c. Fire Extinguisher Services – District Wide – **SEE PAGE #48**

Fund Source: 1100  
Amount: \$4,500.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Grounds Maintenance – Athletic Fields at Gadsden County High School & West Gadsden Middle School (Bid No. 16-17:07) – **SEE PAGE #50**

Fund Source: 1100  
Amount: \$1,965.00 per month – GCHS  
\$1,965.00 per month – WGMS

ACTION REQUESTED: The Superintendent recommends approval.

- e. Grounds Maintenance – JASMS, HMS, Administration & WGMS  
**SEE PAGE #52**  
  
Fund Source: 1100  
Amount:       \$300.00 – per cost (JASMS)  
                  \$400.00 – per cost (HMS)  
                  \$250.00 – per cost (Admin.)  
                  \$835.00 – per cost (WGMS)  
  
ACTION REQUESTED: The Superintendent recommends approval.
- f. Licensure Agreement between Gadsden County School and School  
Dude/Utility Essentials – **SEE PAGE #55**  
  
Fund Source: 1100  
Amount:       \$4,383.75  
  
ACTION REQUESTED: The Superintendent recommends approval.
- g. LP Gas Contract for FY 2018 – 2019 (Suburban Propane) – **SEE PAGE #57**  
  
Fund Source: 1100  
Amount:       \$45,000.00  
  
ACTION REQUESTED: The Superintendent recommends approval.
- h. Pest and Weed Control for Athletic Fields – Gadsden County High School &  
West Gadsden Middle School – **SEE PAGE #59**  
  
Fund Source: 1100  
Amount:       \$17,491.50  
  
ACTION REQUESTED: The Superintendent recommends approval.
- i. Pest Control Services – District Wide – **SEE PAGE #61**  
  
Fund Source: 1100  
Amount:       \$15,084.00  
  
ACTION REQUESTED: The Superintendent recommends approval.
- j. Preventative Maintenance Services with Brooks Building Solutions, Inc.  
**SEE PAGE #63**  
  
Fund Source: 1100  
Amount:       \$58,660.00  
  
ACTION REQUESTED: The Superintendent recommends approval.
- k. Approval to Continue Agreement with North Florida Vault and Septic for  
Pump Out Services of Grease Traps and Sewer Plants - **SEE PAGE #65**  
  
Fund Source: 1100  
Amount:       \$8,520.00  
  
ACTION REQUESTED: The Superintendent recommends approval.

- l. Solid Waste Collection Agreement between Gadsden County School District and Waste Pro of Florida, Inc. – District Wide – **SEE PAGE #67**

Fund Source: 1100  
Amount: \$135,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- m. Real Estate Brokerage Services – District Wide – **SEE PAGE #73**

Fund Source: 1100  
Amount: 6% Brokerage Fee (unless property listed brokerage fee is paid by seller)

ACTION REQUESTED: The Superintendent recommends approval.

#### ITEMS FOR DISCUSSION

9. FACILITIES UPDATE
10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
11. SCHOOL BOARD REQUESTS AND CONCERNS
12. ADJOURNMENT



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 6a

**DATE OF SCHOOL BOARD WORKSHOP:** May 22, 2018

**TITLE OF AGENDA ITEMS:** Crossroad Academy Financial Reports

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** In accordance with Section 1002.33(9)(g), Florida Statutes, Crossroad Academy Charter School provided the attached financial statement summary sheets to the Gadsden County School Board as its sponsor. The Balance Sheet and the Profit and Loss Statement reflect the financial position of the charter school as of April 30, 2018.

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director

CROSSROAD ACADEMY CHARTER SCHOOL  
Balance Sheet  
As of April 30, 2018

	<u>Apr 30, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1100 · Cash & cash equivalents	3,677,431.11
<b>Total Checking/Savings</b>	3,677,431.11
<b>Other Current Assets</b>	
1130 · Accounts receivable - net	25,045.13
1140 · Due from other funds	21,557.98
1230 · Prepaid expenses	19,345.33
<b>Total Other Current Assets</b>	65,948.44
<b>Total Current Assets</b>	3,743,379.55
<b>Fixed Assets</b>	
1300 · Property, plant, and equip- net	3,526,619.86
<b>Total Fixed Assets</b>	3,526,619.86
<b>TOTAL ASSETS</b>	<b><u>7,269,999.41</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2120 · Accounts Payables	21,569.89
2160 · Due to other funds	32,253.73
2170 · Salaries, benefits, p/r payable	34,218.38
2175 · Accrued expenses	11,595.31
2250 · Current Notes Payable	69,916.10
<b>Total Other Current Liabilities</b>	169,553.41
<b>Total Current Liabilities</b>	169,553.41
<b>Long Term Liabilities</b>	
2300 · Notes payable - long term	1,764,293.38
<b>Total Long Term Liabilities</b>	1,764,293.38
<b>Total Liabilities</b>	1,933,846.79
<b>Equity</b>	
2760 · Net Assets Unrestricted	5,251,905.22

4:45 PM

05/16/18

Cash Basis

**CROSSROAD ACADEMY CHARTER SCHOOL**

**Balance Sheet**

As of April 30, 2018

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	<u>Apr 30, 18</u>
Net Income	<u>84,247.40</u>
Total Equity	<u>5,336,152.62</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>7,269,999.41</u></b>

## CROSSROAD ACADEMY CHARTER SCHOOL

## Profit &amp; Loss

July 2017 through April 2018

	<u>Jul '17 - Apr 18</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
3200 · Federal Indirect Grant	19,792.13
3310 · FEFP Program	2,316,102.00
3334 · State Teacher Lead Program	25,117.30
3361 · School Recognition Funds	45,431.00
3399 · Other Misc. State Revenue	234.90
3430 · Interest Income	2,471.03
3472 · Pre-Kindergarten	148,093.53
34721 · Pre-K 3 Year Olds	30,993.35
3490 · Other local revenue	37,673.41
<b>Total Income</b>	<u>2,625,908.65</u>
<b>Gross Profit</b>	2,625,908.65
<b>Expense</b>	
5000 · Instruction	1,272,963.04
6000 · Instructional Support Services	200,442.47
7100 · Board	14,417.29
7200 · General Administration	41,173.96
7300 · School Administration	431,225.97
7400 · Facilities and Acquisition	4,108.99
7500 · Fiscal Services	2,822.23
7600 · Food Services	96,246.17
7700 · Central Services	9,651.84
7800 · Student Transportation Servi...	2,713.00
7900 · Operation of Plant	338,454.30
8100 · Maintenance of Plant	34,181.99
<b>Total Expense</b>	<u>2,448,401.25</u>
<b>Net Ordinary Income</b>	177,507.40
<b>Other Income/Expense</b>	
<b>Other Income</b>	
3397 · Capital Outlay	54,610.00

**CROSSROAD ACADEMY CHARTER SCHOOL**

**Profit & Loss**

July 2017 through April 2018

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	<u>Jul '17 - Apr 18</u>
Total Other Income	54,610.00
Other Expense	
9200 · Debt Service	<u>147,870.00</u>
Total Other Expense	<u>147,870.00</u>
Net Other Income	<u>-93,260.00</u>
Net Income	<u><u>84,247.40</u></u>



SUMMARY SHEET



RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: May 22, 2018

TITLE OF AGENDA ITEM: Communities in Schools of Florida for AmeriCorps Vista

DIVISION:

X This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

This is a continuation of services provided through Communities in Schools (CIS) of Florida for AmeriCorps Vista regular and summer members. Regular Vista members will serve at school sites as parent liaisons. Summer Vista members will serve in district summer school programs assisting as tutors and academic mentors for students. Summer Vistas will be paired with full-year Vistas and other certified instructional Gadsden staff to provide one-on-one tutoring and small group tutoring to younger children in the summer school programs. After completion of their term of service, each Vista member will be eligible for a small federal scholarship to a local postsecondary institution.

CIS connects resources from public and private sectors with at-risk students, utilizing the power of partnerships to serve students, communities, and schools. Services provided by CIS have a proven track record of improving student outcomes in academic achievement and behavior patterns. CIS coordinates delivery of existing community resources into the schools and works to develop additional resources needed to meet each schools' targeted needs. This partnership will allow Gadsden to share the volunteer services of several national AmeriCorps Vista members who assist the district in building capacity for improving student achievement and enhancing parent linkages. CIS has been a strong partner with Tallahassee Community College and Gadsden County School Board for many years.

<b>FUND SOURCE:</b>	Federal Programs
<b>AMOUNT:</b>	\$25,000
<b>PREPARED BY:</b>	Rose Raynak
<b>POSITION:</b>	Director of Federal Programs

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

Communities In Schools of Florida  
444 Appleyard Dr.  
Tallahassee, FL 32304  
850-201-9756  
Doug Martin, President  
Phone Number: (850) 201-9750  
&  
Gadsden County Public Schools  
35 Martin Luther King Jr. Blvd.  
Quincy, FL 32351  
Executive Director: Joannette Thomas  
AmeriCorps \*VISTA Supervisor: Jackie Estrada

This Memorandum of Understanding, hereinafter referred to as "the MOU", between the two above-captioned parties: 1) **Communities In Schools of Florida**; hereafter referred to as "Sponsor" and 2) **Gadsden County Public Schools**, hereafter referred to as "Site," sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps \*VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. 4951et seq.), hereinafter referred to as "the Act". The primary purpose of this MOU is for the Sponsor to provide the Site with up to seven AmeriCorps \*VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this MOU by reference.

The MOU also provides for the assignment of up to 13 Summer VISTA AmeriCorps members supported by the Sponsor.

This MOU is not intended to be a formal contract between the agencies/parties, but rather an expression of understanding to facilitate cooperation on matters as outlined herein.

### I. GENERAL PROVISIONS

#### 1. Duration of This MOU

This MOU is for one year, and shall become effective on the date after execution of this MOU. The date of execution of this MOU is the date that the final signatory for either party signs and dates this MOU. This MOU is subject to performance of the terms as set forth in this MOU, below in Part II. Activity on the project shall be deemed to have begun on **03/02/2018** and shall end thereafter on **03/01/2019**, unless terminated sooner by either or both of the parties. It is the intent that this MOU will be renewed in May 2018 and continues for another year; this is pending available resources from the CNCS VISTA State Office and not Communities In Schools of Florida.

#### 2. Status of VISTA Members During Service

- a. AmeriCorps\*VISTA members are eligible for all benefits and coverage's provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

- b. AmeriCorps \*VISTA members shall not be considered employees of the Sponsor or the Site. AmeriCorps \*VISTA members are deemed employees of the federal government
- c. AmeriCorps \*VISTA members are non-sworn individuals with no rights or authority to take any law enforcement action or effect arrest.

## II. RESPONSIBILITIES OF THE PARTIES

### I. Sponsor Responsibilities (CISFL)

- a. Provide technical assistance to the Site in planning, development, and implementation of the project;
- b. Periodically review and assist the Site's use of AmeriCorps \*VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative;
- c. Promptly respond to written requests by the Site to remove any AmeriCorps \*VISTA member from the project.

### 2. Sub Site Obligations

- a. Assist in the recruitment of applicants to become AmeriCorps \*VISTA members
- b. Accept an assigned AmeriCorps \*VISTA member as a volunteer, subsequent to a successful law enforcement background investigation;
- c. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps\*VISTA members at the beginning of their service;
- d. Assist in the provision of pre-service, early service, and in-service training, as specified in the Project Narrative;
- e. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program;
- f. Operate the project in accordance with the project application, including the budget that states the Site's reimbursement to the Sponsor for the subsistence allowances of all AmeriCorps\*VISTA members assigned to the Site who are subject to cost-share. **The current cost-share (administrative fee) is \$500 per Summer VISTA member. The current cost-share (administrative fee) for regular VISTA member is \$5,000 per member.** The site will make every reasonable effort to provide the Sponsor the annual costs **prior to** any members attending the required Pre-Service Orientation for AmeriCorps VISTA. All cost- share amounts are final and not pro-rated if a member terminates early for any reason;
- g. Engage in best efforts to accomplish the goals and objectives set out for the AmeriCorps \* VISTA members in the Project Narrative, and comply with the Assurances included within the Project Application (Narrative);
- h. Provide reimbursement for mileage if member travels, and other project support as specified in the Project Narrative and paragraph 4 ("Joint Responsibilities") of this Part of the MOU:



- i. Supervise the AmeriCorps\*VISTA members as described in the Project Narrative and paragraph 4 ("Joint Responsibilities" of this Part of the MOU);
  - j. Abide by the appropriate task set forth by the Sponsor and avoid assigning VISTA Members Direct Service assignments or inappropriate tasks. (A list of inappropriate tasks can be found in the Supervisors manual on pages 71-72);
  - k. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps\*VISTA members and the project as the Sponsor may request. The Site agrees to retain such records as the Sponsor may request for a period of three years after completion or termination of the project, or longer if requested for administrative proceedings and/or litigation purposes, and to provide access to such records to the Sponsor for the purpose of litigation, audit or examination;
  - l. Notify the Sponsor of any changes in writing to the VISTA Member's Assignment Description, supervisor, site;
  - m. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps\*VISTA members in planning, developing, and implementing the project;
  - n. Report to the Sponsor, within 24 hours, the unscheduled departure of AmeriCorps\*VISTA members, and otherwise keep the Sponsor timely informed of unscheduled changes of status and conditions of AmeriCorps\*VISTA members, such as arrests, hospitalization, and absence without leave;
  - o. Submit Project Progress Reports within the required time frame. Currently The Sponsor operates on a monthly progress report schedule that is to be completed by the VISTA member and turned in by the Site Supervisor no later than the 5<sup>th</sup> business day of every month;
  - p. Submit on-site training (OST) plans to the Sponsor prior to the starting date of such training. On-site training must occur and be completed within the first two to four weeks of an AmeriCorps\*VISTA member's assignment to the Site;
  - q. Make every reasonable effort to ensure that the health and safety of AmeriCorps\*VISTA members are protected during the performance of their assigned duties. The Site shall not assign or require AmeriCorps\*VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries;
  - r. In the event of a locally- and/or nationally- declared disaster, and with direction from the Sponsor be responsible for providing AmeriCorps\*VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed. All AmeriCorps\*VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps\* VISTA members and Sponsors and Sites shall continue while on special disaster relief assignment as if the AmeriCorps\*VISTA members are in traditional service at the originally assigned site
  - s. Allow AmeriCorps\*VISTA members to participate in Days of Service,, Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.
- 3. Joint Responsibilities**
- a. Site has primary responsibility for recruiting AmeriCorps\*VISTA members with support from the Sponsor;

- b. The Sponsor and Site will cooperate together in all in-service trainings;
- c. Neither the Sponsor nor the Site have authority to terminate a VISTA member and will request removal of a member should a situation arise that deems it necessary.

**4 Nondiscrimination**

**a. General Prohibition**

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps\*VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

**b. Sexual Harassment**

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from the Corporation, the Site is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

1. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Site, its agents or supervisory employees should have known of the acts;
2. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment;
3. Acts of sexual harassment toward fellow AmeriCorps\*VISTA members or non-employees, where the Site, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

**5. Delegation and Subcontracting**

The Site is prohibited from delegating or assigning any of its obligations or duties contained in this MOU.

**6. Supplemental Payments Prohibited**

permit AmeriCorps\*VISTA members to live at or below the economic level of the persons served, as required by law. The Site is strictly prohibited from supplementing these allowances.

**7. Prohibitions of Use of Corporation Assistance by Site**

The Site agrees that no AmeriCorps\*VISTA member assigned to the Site, under this MOU, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, including voter registration;
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;
- c. Labor or anti-labor organization or related activities;



- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties;

**8. The Sponsor further agrees not to:**

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls;
- b. Assign AmeriCorps\*VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service;
- c. Accept or permit the acceptance of compensation from AmeriCorps\*VISTA members or from beneficiaries for the services of AmeriCorps\*VISTA members;
- d. Approve the involvement of any AmeriCorps\*VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

**III. LIABILITY**

- 1. To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the parties agree to indemnify and hold harmless each other from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of either party, including but not limited to costs and a reasonable attorney's fee. Neither party shall be deemed to assume any liability for the acts, omissions to act and negligence of servants and employees;
- 2. The Site does not waive its sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU;
- 3. The Sponsor and the Site agree that the AmeriCorps ViSTA member that has been assigned to the Site for participation in the local project as defined in the opening paragraph of this MOU, is not an employee of the Site, but rather an employee of the federal government as defined in Section 1.2.a., herein and therefore, the Site shall not be deemed to assume responsibility for the acts, omissions, or conduct of the AmeriCorps\*VISTA member while engaged in rendering services pursuant to this MOU.

**IV. TERMINATION**

- 1. This MOU may be terminated without cause by either party upon 30 days written notice provided to the non-terminating party by the terminating party;
- 2. In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this MOU and agree that this MOU will become effective on the aforementioned date.

COMMUNITIES IN SCHOOLS OF FLORIDA

BY: \_\_\_\_\_

(Sponsor Signature)

Name: Doug Martin

Title: President CISFL

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

Address: 444 Appleyard Dr.  
Tallahassee, FL 32304

Phone: (850) 201-9750

BY: \_\_\_\_\_



(Roger P. Milton)

Name: Roger P. Milton

Title: Superintendent

Date: 3-1-18

Address: 35 Martin Luther King, Jr. Blvd.  
Quincy, FL 32351

Phone: 850-627-9651

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7b

**DATE OF SCHOOL BOARD MEETING:** May 22, 2018

**TITLE OF AGENDA ITEMS:** Agreement for Security Services for 2018-2019

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for the attached Agreement for Security Services for 2018-2019. This agreement provides for 11 uniformed security guards to be provided at the following sites:

<u>No. Security Guards</u>	<u>School/Center</u>
3	Gadsden County High School
2	Shanks Middle School
1	West Gadsden Middle School
1	Havana Magnet School
2	Carter Parramore Academy
1	Hope Academy
1	Gadsden Central Academy

**FUND SOURCE:** 1100 Fund - General Fund

**AMOUNT:** \$198,000.00

**PREPARED BY:** Bruce James

**POSITION:** Safety, Investigations, and Inventory Control Coordinator





# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

## AGREEMENT FOR SECURITY SERVICES

WHEREAS, pursuant to rule 6A-1.012, Florida Administrative Code, the School Board of Gadsden County, Florida (School Board) has evaluated the contract awarded by the Gadsden Board of County Commissioners in ITB-17-04, the PAEC Florida Buy Cooperative Purchasing agreement both for the purpose of providing security services, and the Florida Department of Management Services Security Officer Services 92121500-14-01; and

WHEREAS, the School Board has determined that its current 2017-2018 contract for Security Guards is cost-effective and in the best interest of the School Board; and

WHEREAS, the contract awarded by the Gadsden County Board of County Commissioners to the Barkley Security Agency, Inc. was awarded to the most qualified contractor with lowest, responsive and responsible bid; and

WHEREAS, the Barkley Security Agency, Inc. has previously provided security services for the School Board of Gadsden County, Florida and is familiar with its programs, facilities and needs and will provide the services at the same price for unarmed guards as provided to Gadsden County Board of County Commissioners under ITB-17-04.

THEREFORE, the School Board authorizes the purchase of security services from the Barkley Security Agency under the contract awarded by the Gadsden County Board of County Commissioners.

This AGREEMENT FOR SECURITY SERVICES is by and between the School Board, located at 35 Martin Luther King Jr., Blvd, Quincy, Florida 32351, and Barkley Security Agency, located at 18229 Blue Start Hwy., P.O. Box 1726, Quincy, Florida 32353-1726 (Barkley Agency).

- The Parties agree to execute this Agreement for Security Services to begin on August 13, 2018, and end on May 31, 2019.
- This agreement binds and benefits both Parties and any successors or assigns.
- Attached is a copy of RFP 15-16:09 that includes a description of the services, the location of the work and related special requirements and forms the contract between the School Board of Gadsden County, Florida and Barkley Security Agency. All relevant and applicable provisions of RFP 15-16:09 are incorporated herein by reference and made a part of this agreement.
- The assignment hours per day shall be 8 hours. The rates per hour shall be \$12.25/hour for unarmed and \$12.50/hour for armed.

\_\_\_\_\_  
Robert or Lomar Barkley, Officers/Owners

\_\_\_\_\_  
Roger P. Milton, Superintendent of Schools

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

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

\_\_\_\_\_  
Steve Scott, Chairman, School Board

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

**Audrey Lewis**  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

**Steve Scott**  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

**Isaac Simmons, Jr.**  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

**Charlie D. Frost**  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

**Tyrone D. Smith**  
DISTRICT NO. 5  
QUINCY, FL 32351

## Contract Extension Agreement

This CONTRACT EXTENSION AGREEMENT, Second Annual Extension, is by and between School Board of Gadsden County, located at 35 Martin Luther King Jr., Blvd, Quincy, Florida 32351 ("School Board"), and Barkley Security Agency, located at 18229 Blue Star Hwy., PO Box 1726, Quincy, Florida 32353-1726, ("Barkley Agency"), (collectively, the "Parties".)

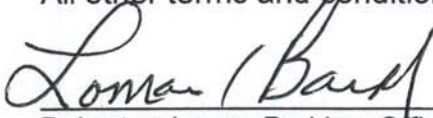
WHEREAS the Parties entered into a Uniformed Security Guard Services Agreement pursuant to RFP 15-16:09 which allowed for a 1 year agreement with 2-(1) year extensions, if mutually agreed upon.

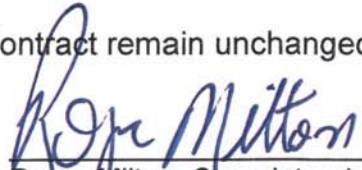
WHEREAS the Parties hereby agree to extend the term of the Agreement in accordance with the terms of RFP 15-16:09 as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the School Board and the Agency, mutually covenant and agree as follows:

- RFP 15-16:09, a copy of which is attached hereto as a part of this extension and expressly incorporated herein, ended on June 2, 2016.
- The Parties extended the Agreement for one (1) year which began August 15, 2016 and ended on May 31, 2017.
- The Parties agree to extend the Agreement for a second year which will begin on August 14, 2017 and end on May 31, 2018.
- The two extensions bind and benefits both Parties and any successors or assigns. The document, including the attached copy of RFP 15-16:09 is the entire agreement between the Parties.

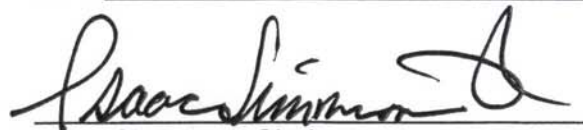
All other terms and conditions of the Original Contract remain unchanged.

  
Robert or Lomar Barkley, Officers/Owners  
Barkley Security Agency, Quincy, FL

  
Roger Milton, Superintendent of Schools

Date: 8-14-17

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

  
Isaac Simmons, Chairman  
School Board of Gadsden County

Date: 8-14-17



**REQUEST FOR PROPOSAL 15-16:09**  
**SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**  
**"AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY"**

**PART 1: PURPOSE, BACKGROUND AND SCOPE OF SERVICES**

In this Request for Proposal (RFP) the School Board of Gadsden County, Florida will be referred to as (the AGENCY) 35 Martin Luther King Jr. Boulevard, Quincy, Florida, and Successful Proposers will be referred to as (the CONTRACTOR) in this document.

**A. PURPOSE**

The School Board of Gadsden County, Florida is soliciting responses from qualified firms to this Request for Proposal (RFP) to perform Security Guard Services to Schools.

**B. ENGAGEMENT OF THE CONTRACTOR**

1. The School Board of Gadsden County (AGENCY) is committed to engage a CONTRACTOR to provide security services to the schools, students, staff and visitors alike and meet their diverse needs. We count on the support and cooperation of everyone to make this program a success and enhance the safety of everyone while on a school campus. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR, and may not be subcontracted or assigned without prior written consent of the AGENCY.
2. The CONTRACTOR agrees to provide security officers who possess and active Class "D" license and a Class "G" statewide firearms license for the AGENCY. The CONTRACTOR agrees to provide the AGENCY with a copy of these licenses for the staff at the AGENCY locations.

**C. TERM OF CONTRACT**

The CONTRACT shall begin **January 5, 2016 and end June 2, 2016 school year**. It may be annually extended for two (2) additional years upon mutual consent between both parties commencing on the date of execution with work beginning first day of school each year providing the services have been satisfactory. Each extension must be in writing and signed by both parties.

**D. SCOPE OF SERVICES**

1. Work Force and Work Assignments

The CONTRACTOR agrees, under the direct supervision of the AGENCY, to provide services under the conditions set forth in this Agreement and in the SPECIFICATIONS as set forth below.



- a. The CONTRACTOR agrees to provide properly certified and licensed uniformed and properly armed (which may include carrying weapons) security guards. All personnel shall be well groomed and neatly uniformed. Each guard supplied by the CONTRACTOR shall wear a nameplate bearing guard's name and a picture identification card. The CONTRACTORS company name shall appear either on the guard's name plate or as a patch on guard's uniform. Uniforms shall be readily distinguishable. Optional equipment must be acceptable to the AGENCY in terms of aesthetics, reliability, safety, etc. The AGENCY reserves the right to refuse use of any and all such equipment deemed by the School Board of Gadsden County as non-usable. Each of the CONTRACTOR's assigned staff must pay for and receive a vendor badge, issued on the AGENCY's behalf from the Gadsden County School Board Human Resources office.
- b. The CONTRACTORS's personnel are not to use physical force of any kind on Gadsden School District students in carrying out their security duties EXCEPT IF the student is in imminent danger of death or serious bodily injury. In the event any physical force is required against a student, the Successful Proposer's personnel shall immediately notify school personnel and /or a school resource officer, shall continue to monitor the situation until assistance arrives, and shall complete a use of force form. To the extent permitted by Florida Law, the School Board will hold the Successful Proposer Harmless for complying with the above-referenced provision regarding the use of physical force. However, such hold harmless provision does not extend the CONTRACTORS other obligations under this agreement or to the CONTRACTORS own negligence or that of its personnel.
- c. The CONTRACTOR agrees to not voluntarily or by permission transport a Gadsden School District student onto or off the Gadsden District School's premises without having a school official present during transporting.
- d. The CONTRACTOR should inspect all assigned facilities and provide a security plan for each location. Guards will sign in /out daily on a daily log at each School location. Work assignments for this contract will coincide with the 15-16 school days (180 days calendar) particularly January 5, 2016 and end June 2, 2016 not to exceed 6 hours per day. Work on early dismissal days must not exceed 6 hours per day. See Gadsden County Public Schools 2015-2016 Student Calendar (180 days)

## 2. Regular Guard Duties

- a. All security personnel furnished by the CONTRACTOR to the School Board of Gadsden (AGENCY) shall provide all phases of building and personnel/student security, personal property protection and vehicle protection, both within and out of the facility. This shall include, but not be limited to: assigned personnel being physically fit to perform tasks needed for patrolling; ability to stand, walk, jog, climb stairs, and run while patrolling

perimeters of grounds and buildings, hall ways, and alleys when providing security services for the School and /or location assigned.

- b. All security personnel furnished by the CONTRACTOR will be required to monitor the facilities by conducting a walking tour and documenting the tour of the Facility perimeter of grounds and buildings, hall ways and alleys when providing security services to the School and /or location assigned. The reports shall contain dates, times, officer name. School site, buildings checked, doors checked, gates checked, contraband found, etc... A copy of these reports shall be provided to the AGENCY along with the timesheets of the officer from each location. The Location Administrator or designee will sign the timesheets verifying hours worked.
- c. The CONTRACTOR and all assigned guards agree to sign a confidentiality agreement.
- d. The CONTRACTOR agrees to notify the Superintendent or his designee in writing of any violations of law by any security personnel working on District school premises, whether offense was committed on or off the District School premises within 24 hours of the occurrence. Each CONTRACTOR staff will also pass a completed background check conducted by the AGENCY's human resources department.
- e. The CONTRACTORS personnel shall take proper steps to prevent unauthorized entrance and access to the Facility or contents thereof. Check that visitors went through the office, were checked by Raptor and are wearing a visitors badge while on campus to **comply with the Jessica Lunsford Act**. Security personnel will, escort from time to time, visitors while on campus IF they must conduct business, then to their vehicles to ensure safety and comply with the Jessica Lunsford Act.
- f. Utilize a two-way radio, security personnel must contact the office which can contact school Resource officer (if available) or dispatch police or sheriff's deputy if the need arises.

3. Service Locations and Assignment Hours

It shall be the sole discretion of the School Board of Gadsden, County (AGENCY) as to the locations, number of guards and hours of services needed:

Follow the School Board of Gadsden County 2015-2016 Student Calendar (180 days) at a maximum of six (6) hours per day. Some days will be early dismissal days, however, the work hours must not exceed six (6) hours per day. This contract shall be for 11 security guards @ six (6) hours per day. The initial agreement shall be for the remainder of the 2015-2016 school year. The days worked shall be those student contract days remaining on the Student Calendar. The School Board of Gadsden County reserves the right to make changes



during the term of the Contract. Pay shall be based on actual attendance/time. CONTRACTOR shall assign security personnel to insure coverage during regular school hours. School Board Administration shall sign the Officers time sheets submitted, verifying the hours worked.

4. Overtime

**No overtime will be paid on this contract.** Each respective School, Program or organization shall be responsible for paying for all hours worked beyond those in the contract agreement.

5. Personnel Probation

Assigned School Board personnel will observe each employee of the CONTRACTOR. If the School Board or School is not satisfied with the performance of that employee, the School Board will notify the CONTRACTOR of such performance and the CONTRACTOR shall replace such employees immediately.

6. Personnel Qualifications

- a. All personnel furnished by the CONTRACTOR must be no less than eighteen (18) years old and have a high school diploma or GED. The CONTRACTOR should make an effort to include bilingual personnel (with the ability to equally communicate orally and in writing, in both English and Spanish).
- b. The CONTRACTOR agrees to provide security personnel who have at least three (3) year of paid work experience, which was obtained after the completion of a high school diploma or GED.
- c. The CONTRACTOR agrees to provide security personnel who are citizens or local resident aliens of the United States or have been granted authorization to seek employment in this country by the United States Immigration and Naturalization Service.
- d. The CONTRACTOR agrees to provide security personnel of good moral character.
- e. The CONTRACTOR agrees to provide only security personnel who have met the Level 2 screening requirements of Section 1012.465, Florida Statutes, State of Florida Class D licenses, and Class G license for armed guards.
- f. All personnel furnished by the CONTRACTOR must meet or exceed current Finger print requirements set forth by the AGENCY to comply with the Jessica Lunsford Act and Safe Schools.
- g. The CONTRACTOR agrees to provide security personnel who meet the requirements of Section 1012.467(2)(g), Florida Statutes.

7. Employment Verification (E-Verify) Pursuant to State of Florida Executive Order Number 11-116, CONTRACTOR is required to utilize the U. S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees by the CONTRACTOR to work in the U. S. during

the contract term. CONTRACTOR shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U. S. during the Contract term.

#### 8. Personnel Disqualifications

The CONTRACTOR agrees not to assign personnel on Gadsden School District premises who have:

- More than three (3) misdemeanor convictions.
- Any felony conviction for which a violent crime against another person has been committed.
- One (1) or more felony conviction none less than (3) three years old.
- One or more misdemeanor/felony convictions of domestic violence.
- Are currently listed as a respondent in any injunction for protection and, furthermore anyone who has been convicted for repeatedly violating an injunction for protection.
- Are being or have been investigated administratively or criminally for child abuse/sex offenses or who has any such administrative or criminal adjudication.
- Are being investigated administratively or criminally for aged person or disabled adult abuse or who has any such administrative adjudication.
- Been convicted of cruelty to animals.
- A specified mental illness involving pedophilia and abuse of children or any other diagnosis that could reasonably be expected to pose a danger to children.
- Have failed to pay court ordered child support and currently have a writ of attachment or listed state owned debt for failure to pay child support.
- Shown them to be a chronic or habitual user of alcoholic beverages, or abusing lawfully prescribed drugs to the extent their faculties are impaired or any illegal drugs.

### **B. SPECIAL CONDITIONS**

#### 1. Term of Contract

The CONTRACT shall begin **January 5, 2016 and end June 2, 2016 school year**. It may be annually extended for two (2) additional years upon mutual consent between both parties commencing on the date of execution with work beginning first day of school each year providing the services have been satisfactory. Each extension must be in writing and signed by both parties.



## 2. Termination of Agreement

The AGENCY may terminate the AGREEMENT for its convenience or for cause by giving thirty (30) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any such damages sustained by the AGENCY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

## C. METHOD OF PAYMENT

The AGENCY shall be invoiced as follows:

1. Eleven (11) Security Guards @ amount awarded per hour.  
All invoices for payment must be consistent with the School Board of Gadsden County Schools 2015-2016 Student Calendar (180 days) at a maximum of six (6) hours per day. Some days will be early dismissal days, however, hours worked on early release days must not exceed six (6) hours per day; 11 guards @ six (6) hours per day CONTRACTOR staff will be paid at the hourly rate determined in the awarded bid agreement. The bid will be awarded to the lowest qualified bidder. However the AGENCY also reserves the right to rebid for the services if the bidders were non-conforming or the hourly rate was unacceptable when considering all received bids. The initial agreement shall be for the remainder of the 2015-2016 school year. The days worked shall be those student contract days remaining on the Student Calendar. The School Board of Gadsden reserves the right to make changes at any time during the term of the Contract.
2. Pay shall be based on fully documented monthly invoices along with copies of actual attendance/time logs authorized for payment by Principal/designee signature along with an Invoice submitted at the end of a month, due 1<sup>st</sup> of the month payable by the 10<sup>th</sup> of month. By mutual agreement each party shall notify the other of any disagreements.
3. The AGENCY is exempt for payment of the Florida Sales and Use Taxes and Federal Excise Tax. The CONTRACTOR however shall not use the AGENCY'S tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its payroll taxes and related obligations resulting from this AGREEMENT.
4. The CONTRACTOR shall not pledge the AGENCY'S credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
5. In accordance with the provision of Florida Statutes 287.0582, the AGENCY'S performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation of SAFE SCHOOL FUNDS by the Florida Legislature.

#### **D. SERVICE PROVIDER QUALIFICATIONS**

1. An inspection of the Service Provider's facilities and/or equipment shall be made prior to the selection of the Successful Proposer (CONTRACTOR). All prices in any Proposal shall include all taxes, insurance, social security, and a detailed list of workers by agents to the School Board of Gadsden County (Agent) prior to award.
2. Proposals will be considered only from Service Providers that are regularly engaged in the business of providing the Services and who can produce evidence that they have **established a satisfactory record of performance for a period of 3 years time** and that they have sufficient financial support as measured by existing and /or prior contracts, equipment and organization to ensure that they can satisfactorily execute the Services if awarded the Contract (at the sole discretion of the School Board of Gadsden County, Florida).

#### **E. EXAMINATION OF WORK LOCATIONS**

Each Service Provider is encouraged, prior to submitting a Proposal, to inspect the locations and to acquaint itself with the needs and requirements of the Service. The Service Provider is further required to carefully examine the specifications and to inform itself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the Services. No allowances will be made because of lack of knowledge of these conditions.

#### **F. DETERMINATION OF SUCCESSFUL PROPOSER (CONTRACTOR)**

Any Proposal that is incomplete, conditional, obscure or which contains any irregularities of any kind, may be rejected. The School Board of Gadsden County (AGENCY) may consider minor exceptions to the specifications so long as they are fully explained.

During the evaluation of Proposals for determination of award, the following factors, among others, will be considered:

- a. Service Providers financial qualifications.
- b. Service Provider's experience, professional reputation, and past performance.
- c. Cost-effectiveness of Proposals, including a competitive hourly rate for security services
- d. Bonding capability.

#### **G. COMPETENCY OF SERVICE PROVIDER**

Service Providers shall indicate in the Proposal, in the manner stipulated, compliance with the requirements listed below. Adherence to these qualifications shall weigh heavily in the



determination of Successful Proposer (CONTRACTOR), and evidence of such qualifications shall be furnished to the School Board upon request or as stipulated.

1. Occupational License: Service Providers shall indicate in the Proposal their occupational license number and the issuing governmental entity. A copy of the license shall be furnished to the School Board in proposal packet.
2. Insurance Coverage: Within ten (10) days after the execution of the contract and prior to commencing any work under this contract, the Proposer (CONTRACTOR) shall furnish evidence of insurance to the School Board (AGENCY). Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the attached sheet "Insurance Requirements". CONTRACTORS shall be responsible for maintaining the required levels of coverage during the term of contract.

3. Liability:

- The AGENCY shall not assume any liability for the acts, omissions or negligence of the CONTRACTOR, its agents, servants, and employees; no shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party to the extent authorized by Section 768.28, Florida Statutes.
- Purchase of comprehensive general liability coverage set out as follows:
  - a. Contractors Comprehensive General Liability coverage, bodily injury and property damage in the amount of \$1,000,000.00 per occurrence combined single limit.
  - b. Automobile liability coverage, bodily injury and property damage in the amount of \$500,000.00 each occurrence, combined single limit.

CONTRACTOR shall name the AGENCY and each individual School Board Member and the Superintendent as an additional insured on any such policy against any and all losses, claims, damages or injury arising out of any claim involving the providing of or alleged failure to provide contact security services or adequate security services.

- Further, CONTRACTOR agrees to completely indemnify and hold harmless the AGENCY against any liability or expense arising out of any losses, claims, damages or injury resulting from any intentional acts or any negligent acts or omissions of CONTRACTOR, its agents or employees in the performance of this contract. CONTRACTOR or insures agrees to pay the AGENCY'S cost and fees for any case falling within the scope of this Article.

4. Experience: Service Providers shall include at least three (3) letters of reference with proof of contracts from clients or firms for whom they currently supply or supplied services similar to those specified herein.

## **I. FINANCIAL CONSEQUENCES**

In accordance with subsection 287.058(1)(h), Florida Statutes, the Eligible Users must apply financial consequences if the Contractor fails to perform in accordance with the Contract and resulting Service Level Agreement (SLA). Service Level Agreements will include financial consequences for non-performance.

## **J. PUBLIC RECORDS**

All documents prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

## **K. AUDIT AND INSPECTION RIGHTS**

The CONTRACTOR shall maintain any file(s) relevant to this AGREEMENT, available for inspection by the AGENCY, documenting all costs and fees incurred in connection with this AGREEMENT. The files(s) shall be maintained for a period of FOUR (4) years from the final payment by the AGENCY under this Agreement, audit or cause to be audited, those books and records of CONTRACTOR which are related to CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal office or location.

The agency may, at reasonable times during the term hereof, inspect CONTRACTORS facilities and perform such inspections, as the AGENCY deems reasonably necessary, to determine whether the required to be provided by CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the Solicitation of Documents, if applicable. Contractor shall make available to the AGENCY all reasonable facilities and assistance to facilitate the performance of inspections by AGENCY representatives. All inspections shall be subject to, and made in accordance with, the provisions as same may be amended and supplemented, from time to time.

## **L. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

## **M. INDEPENDENT CONTRACTOR**

The CONTRACTOR, and any of its employees, agents, or assigns, is independent contractors and not employees or agents of the AGENCY.

## **N. COMPLIANCE WITH LAWS**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies



having jurisdiction and authority. Chapter 287, Florida Statutes, and Rule 60A, Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws, rules, codes, ordinances or licensing requirements will be grounds for Contract termination.

#### **O. PUBLIC ENTITY CRIMES**

A bidder must submit in bidding packet the completed **SWORN STATEMENT AS TO CRIMES AGAINST A PUBLIC ENTITY** form. A bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform work as a contractor or supplier, sub contractor 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **P. CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

#### **Q. TERMINATION/DEFAULT**

The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder:

- Refuses or fails to deliver the goods or services within the time specified
- Fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances hereunder or
- Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or relief of debtors.

In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

#### **R. FUNDING OUT, TERMINATION and CANCELLATION**

Florida School Laws prohibits School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, this funding put provision is an integral part of this bid and must be agreed to by all bidders.

## **S. CONVENIENCE**

The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Boards sole obligations will be to reimburse Bidder for:

- Those goods or services actually shipped/performed and accepted up to the date of termination and
- Costs incurred by bidder for unfinished goods, which are specifically for the School Board and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School Boards responsible for loss of anticipated or will reimbursement exceed the Bid value.

## **T. DRUG-FREE WORKPLACE**

Whenever two or more Bids are equal with respect to price, quality and service, a Bid received from a business that certifies that is has implemented a drug-free workplace program as defined by Florida Statutes Section 287.087, will be given preference in the award process.

## **U. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

All personnel entering District property must meet the requirements of Sections 1012.465 and 1012.467, Florida Statutes.

## **PART II: PROPOSAL SUBMISSION REQUIREMENTS**

**All proposals must be submitted and received no later than 2:30 pm on November 19, 2015 using the BID Label provided.** The proposals shall be addressed to Bruce James, Coordinator for Safety, Investigations and Property, 35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351.

## **PART III: PROTEST AND DISPUTES**

Any person who is adversely affected by the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract



shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and State holidays excluded) after the posting of the solicitation or decision or intended decision. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED HEREIN SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

#### **PART IV: WITHDRAWAL OF PROPOSALS**

A written request for withdrawal, signed by the vendor, may be considered if received by the AGENCY within 72 hours of the proposal opening time and date indicated. A request received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.

#### **PART V: ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF MINOR IRREGULARITIES**

##### **Proposal Deadline**

Replies must be received by the AGENCY no later than the date and time set out in Part II. Any reply submitted shall remain a valid offer for at least 90 days after the proposal submission date. No changes, modifications, or additions to the proposals submitted after the deadline for proposal opening has passed will be accepted by or be finding on the AGENCY.

##### **Receipt Statement**

Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the CONTRACTOR by the AGENCY. The AGENCY will retain one unopened original for use in the event of a dispute.

##### **Right to Reject or to Waive Minor Irregularities Statement**

The AGENCY reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the AGENCY. Minor irregularity is defined as a variation from the Request for Proposal terms and a condition which does not affect the price of the proposal, or give the CONTRACTOR an advantage or benefit not enjoyed by other CONTRACTORS, or does not adversely impact the interest of the AGENCY.



THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

12/14/15

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351  
 PHONE (850) 627-9651 FAX (850) 627-2760  
 www.gcps.k12.fl.us

188671

FL SALES TAX EXEMPTION # 85-801262 9150 2

FEDERAL ID # 59-6000615

VENDOR V B02500000

SHIP TO THIS ADDRESS

BARKLEY SECURITY AGENCY  
 P O Box 1726  
 QUINCY, FL 32353

SCHOOL BOARD OF GADSDEN COUNTY  
 35 MARTIN LUTHER KING JR., BLVD.  
 QUINCY, FL 32351

PRINCIPAL / SUPERVISOR

BUDGET DIRECTOR

SUPERINTENDENT

QUANTITY

PRODUCT NO.

DESCRIPTION

UNIT PRICE

TOTAL

Bd. Apvd:  
 121515

BID/RFP AWARD SBGG 2015-16:09 SECURITY OFFICER SVCS

(7b)

Services begin: 01/06/16 — 6/02/16

98 days x 66hrs x 12.50 or Max allowable 6468 hrs x 12.50 \$80,850.00

98 days x 66hrs x 11.99

Rate(s) 11.99/hr unarmed  
 12.50/hr armed

4/11/16 board Apvd increase CPA to 8 hrs/day x 2 x 38 x 12.50 + 1900.00  
 JSMS to 8 hr/day x 2 x 38 x 12.50 + 1900.00

\* 3/1/16 Htu mg increased on Sep Po # 188918

PAY TERMS: NET 30

TOTAL ~~80,850.00~~ 84,650.00

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- [ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						TOTAL	\$80,850.00	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	AMOUNT	
110	5100	390	0231	1104261		16,600.00	<del>14,700.00</del>	
110	5100	390	9102	1104261			7,350.00	
110	5100	390	9106	1104261			7,350.00	
110	5100	390	0091	1104261	Sep Po 188919		7,350.00	
110	5100	390	0211	1104261		16,600.00	<del>14,700.00</del>	
110	5100	390	0071	1104261			22,050.00	
110	5100	390	0051	1104261			7,350.00	



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7c

**DATE OF SCHOOL BOARD MEETING:** May 22, 2018

**TITLE OF AGENDA ITEMS:** Consulting Agreement with 3PM Consulting Group LLC for Assistance with Skyward Finance/HR Implementation

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for the attached consulting agreement with 3PM Consulting Group, LLC to assist in the implementation of the Skyward Finance and Human Resources modules including Employee Access.

Specific issues that require assistance include correcting conversion problems in aligning project numbers with appropriate descriptions, correctly coding employee leave balances, and configuration of software. In addition, Johnny Nash of 3PM Consulting Group will assist in training the Office Managers on the implementation of School-Based Activity Accounting and position management which includes a feature that encumbers salaries for budget management.

**FUND SOURCE:** 1100 Fund – General Fund

**AMOUNT:** \$11,100

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



## Master Consulting Agreement

### Master Consulting Agreement General Terms and Conditions

This Consulting Agreement, effective as of April 01, 2018, is made between the **School Board of Gadsden County, Florida**, having a place of business at 35 Martin Luther King Blvd., Quincy, Florida 32351 ("Customer"), and **3PM Consulting Group LLC**, having an address at 1407 Conservancy Drive E., Tallahassee, FL 32312 ("3PM").

**WHEREAS**, 3PM is in the business of providing certain business consulting services;

**WHEREAS**, Customer desires to engage 3PM, and 3PM desires to be engaged by Customer, to render such services upon the terms and subject to the conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the promises set forth in the Agreement, Customer and 3PM hereby agree as follows:

#### 1. Services

**1.1 Description of Services.** 3PM will perform the business consulting services specified in Statements of Work to this Agreement (the "Services"). Each Statement of Work is hereby incorporated into this Agreement by this reference. The Statement of Work will be executed by the parties concurrently with the execution of this Agreement and is attached hereto as Statement of Work No. 1. Any additional Statements of Work shall be initially generated by 3PM and shall become effective when signed by both parties

**1.2 Statements of Work.** Each Statement of Work should include the following:

- a) the services, functions, equipment, software, facilities, personnel and other materials, documentation and resources to be provided by each party;
- b) the requirements and specifications for any work product to be developed by 3PM and delivered to Customer (the "Deliverables");
- c) estimated delivery dates for the Deliverables where applicable; and
- d) fees payable to 3PM for the Services and Deliverables along with a fee payment schedule

**1.3 Change Procedure.** Unless otherwise stated in an applicable Statement of Work, changes to the parties' respective obligations under a Statement of Work shall be made as set forth in this Section 1.3. Customer may request changes to a Statement of Work by providing 3PM with a written request for changes (a "Change Request") that specifies the desired change with at least the same degree of specificity as that contained in the original Statement of Work. Following 3PM's receipt of a Change Request, 3PM shall submit to Customer a written response which should outline the tasks to be performed by each party, schedule and cost changes, and any other items applicable to the Change Request (a "Change Response"). If Customer provides 3PM with written notice of acceptance of the Change Response, the Change Response will amend and become a part of, the applicable Statement of Work. In the event of a conflict among the terms and conditions of the Change Response and the applicable Statement of Work, the terms and conditions of the Change Response shall govern and control.

**1.4 Cooperation.** Customer acknowledges that the successful and timely rendering of the Services will require the good faith cooperation of Customer. Customer shall fully cooperate with 3PM, including without limitation, by:

- a) providing 3PM with all information as may be reasonably required by 3PM; and
- b) making available to 3PM at least one employee, reasonably acceptable to 3PM, who shall have substantial relevant knowledge and experience to act as a Project Manager rendering the Services. The name of Customer's Project Manager should be set forth in the applicable Statement of Work. All estimated dates specified in a Statement of Work shall be extended by delays caused by Customer, including without limitation, Customer's submission of Change Requests which impact 3PM's normal schedule.

**1.5 3PM Personnel.** Customer acknowledges and agrees that 3PM shall have the right, in its sole discretion, to remove or reassign 3PM's employees, agents, contractors or subcontractors who are assigned to provide the Services hereunder. 3PM agrees to notify Customer before such removal or reassignment if such notice is possible. 3PM acknowledges and agrees that any personnel designated by 3PM to satisfy the Services of the Statement of Work must be mutually agreed upon, in writing, by both parties at least ten (10) business days before implementation of personnel change. In the event Customer believes that any of 3PM's employees, agents, contractors or subcontractors are failing to perform the Services in a satisfactory manner, Customer shall notify 3PM as to the reasons for such failure. Upon receipt of such notice or as soon as reasonably practical thereafter, 3PM and Customer shall mutually determine the best course of action to take to resolve such failure, which action may include replacing such personnel.

#### 2. Payment

In consideration for the Services, Customer shall pay to 3PM fees based on the rates described in the applicable Statement(s) of Work. 3PM shall invoice Customer monthly for Services. All such invoiced amounts become due and payable to 3PM upon Customer's receipt of such invoice.

#### 3. Ownership; Grant of Licenses

**3.1** Customer acknowledges that 3PM provides business consulting services to other clients, and agrees, subject to 3PM's confidentiality obligations hereunder, that nothing in this Agreement shall be deemed or construed to prevent 3PM from carrying on such business during the Term of this Agreement. In particular, Customer agrees that as part of 3PM's provision of the Services hereunder, 3PM may utilize proprietary works of authorship that have not been created specifically for Customer, including without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by 3PM or by third parties under contract to 3PM (all of the foregoing, collectively,





## Master Consulting Agreement

"3PM's Information"), and 3PM's Information and 3PM's administrative communications, records, files and working papers relating to the Services are and shall remain the sole and exclusive property of 3PM.

3.2 Any and all data, information, reports, analysis, artwork, logos, graphics, video, text, and other materials, including without limitation, financial data supplied by Customer to 3PM in connection with this Agreement, if any, shall remain the sole and exclusive property of Customer (the "Customer Content").

3.3 3PM shall have the right to use Customer's name and trademark in its advertising, Customer lists and marketing materials, subject to Customer's approval.

#### 4. Confidentiality

4.1 A party disclosing Confidential Information shall herein be referred to as the "Disclosing Party," and a party receiving Confidential Information hereunder shall herein be referred to as the "Receiving Party."

4.2 "Confidential Information" shall mean, without limitation, (i) any idea, proposal, plan, information, procedure, technique, formula, technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by a Disclosing Party or relating to a Disclosing Party's or any of its principals' or affiliates' business, projects, operations, finances, activities or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), and any proposed change thereto; (ii) any other information disclosed by a Disclosing Party and designated by a Disclosing Party as confidential; and (iii) the Deliverables (until paid for by Customer as provided hereunder), 3PM's Information and Customer Content. By way of illustration, but not limitation, Confidential Information includes, without limitation, information regarding (i) all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Disclosing Party or any affiliate thereof, software programs and documentation licensed by third parties to a Disclosing Party, and any other similar information or material; (ii) Customer lists, telemarketing lists, vendor lists, employee personnel information and policies and procedures; (iii) a Disclosing Party's products and services; (iv) business or financial information directly or indirectly related to a Disclosing Party's companies and investments; and (v) other processes and procedures employed by a Disclosing Party.

4.3 Notwithstanding Section 4.2, Confidential Information shall not include information: (i) in the public domain (other than as a result of a breach of this Agreement); (ii) in a Disclosing Party's possession prior to its receipt from Receiving Party pursuant to this Agreement; (iii) independently developed by a Receiving Party or known through a party other than Disclosing Party, which party has no duty of confidentiality to Disclosing Party, as demonstrated by written record; or (iv) disclosed pursuant to applicable law or regulation or by operation of law, provided that the Receiving Party may disclose only such information as is legally required, and provided further that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure.

4.4 **Obligations.** Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the express prior written permission of Disclosing Party: (i) disclose any Confidential Information to third parties or (ii) use the Confidential Information for any purpose other than to perform its obligations under this Agreement or for the purpose expressly set forth in the applicable Statement of Work. Without limiting the generality of the foregoing, Receiving Party shall be permitted to disclose Confidential Information only to its officers, employees who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality obligations set forth herein; provided that Receiving Party will be liable for breach by any such person or entity. Receiving Party shall not make any copies of the Confidential Information except as necessary for the performance of its obligations under this Agreement and for its officers, employees, attorneys and accountants with a need to know. Any copies which are made shall be identified as belonging to Disclosing Party and marked "confidential," "proprietary" or with a similar legend. Receiving Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Receiving Party shall promptly advise Disclosing Party in the event that it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section 4, and shall cooperate in seeking injunctive relief against any such person.

4.5 **Title.** Except as otherwise provided herein, title or the right to possess Confidential Information as between the parties shall remain in Disclosing Party. Receiving Party shall not gain any interest or rights in or to the Confidential Information by virtue of its being disclosed to Receiving Party.

4.6 **Return of Confidential Information.** Unless the Receiving Party has a license to use the Confidential Information pursuant to Section 3, upon any termination of this Agreement, or at any time upon Disclosing Party's request, Receiving Party shall promptly, at Disclosing Party's option, either return or destroy all (or, if Disclosing Party so requests, any part) of the Confidential Information previously disclosed, and all copies thereof, and Receiving Party shall certify in writing, if requested, as to its compliance with the foregoing.

4.7 **Confidentiality of Agreement.** Customer and 3PM will not disclose the terms and conditions of this Agreement to anyone other than their respective attorneys, accountants and other professional advisors, except as required by applicable law or regulation or by operation of law, provided that each party may disclose only such information as is legally required, and provided further that each party shall provide the other with reasonable notice of such requirement and a reasonable opportunity to object to such disclosure.

4.8 **Injunctive Relief.** The parties agree that, in the event of any breach of any provision hereof, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way, limit the non-breaching party's right to obtain other remedies available under applicable law.

#### 5. Warranties

5.1 **Warranties of 3PM.** 3PM represents and warrants that: (i) the Services will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry; (ii) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; and (iii) neither this Agreement nor 3PM's performance of its obligations hereunder will place 3PM in breach of any other contract or obligation and will not violate the rights of any third party.

5.2 **Warranties of Customer.** Customer represents and warrants that (i) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) neither this Agreement nor Customer's performance of its obligations hereunder will place Customer in breach of any other contract or obligation





## Master Consulting Agreement

and will not violate the rights of any third party; (iii) the Customer Content is, to Customer's knowledge, accurate, valid and true in all material respects as of the date it is provided to 3PM; and (iv) Customer will not use the Deliverables in any manner which is in violation of any law or regulation.

**5.3** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, 3PM EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS." 3PM IS PROVIDING SERVICES TO ASSIST CUSTOMER. CUSTOMER IS RESPONSIBLE FOR REVIEWING THE DELIVERABLES TO ENSURE THEIR ACCURACY AND COMPLETENESS AND FOR THE RESULTS OBTAINED FROM ITS USE OF THE DELIVERABLES. 3PM'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS 3PM'S REPERFORMANCE OF THE SERVICES.

### 6. Indemnification

**6.1** Anything in the foregoing Articles to the contrary notwithstanding 3PM hereby agrees to:

Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board of Gadsden County, Florida, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of 3PM (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of 3PM pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of 3PM.

**6.2** For purposes of this Section 6, both 3PM and Customer shall be responsible for the actions of their respective directors, employees, agents, subcontractors and clients whose actions or activities are, either directly or indirectly, under or subject to the reasonable control of 3PM or Customer, as the case may be. For the avoidance of doubt, if 3PM is required to indemnify Customer, then the term 3PM as used in this Section 6.2 shall not include 3PM, nor will any of 3PM's actions, or the actions of the employees or agents thereof, be deemed to be the actions of Customer.

### 7. Limitation of Liability

The exclusive remedies of the Customer for a breach by 3PM of any term of this Agreement shall be those specifically set forth herein, and shall be subject to the time limitations and notice requirement set forth herein. In the event of a breach by 3PM of any term of this Agreement, the Customer shall be entitled to a claim for direct damages actually caused by such breach. In no event shall 3PM have liability for any damages other than direct damages caused solely by 3PM's breach. 3PM'S TOTAL LIABILITY FOR ALL CLAIMS MADE UNDER THIS AGREEMENT SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE SUM TOTAL OF THE FEES PAID BY CUSTOMER TO 3PM UNDER THIS AGREEMENT FOR THE SERVICES, REGARDLESS OF WHETHER THE CLAIM IS MADE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT OR OTHERWISE.

### 8. Term and Termination

**8.1 Term.** The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue in full effect until June 30, 2018 or until terminated by the parties. This Agreement shall be terminable at will by either party upon thirty (30) days' notice to the other, provided however, that the terms and conditions of this Agreement will continue to govern any outstanding Statements of Work despite such termination. The specific term and termination rights for Statements of Work shall be set forth in each Statement of Work.

The Agreement and any or all outstanding Statements of Work may be terminated immediately by 3PM for "cause" upon an event of default. "Cause" is defined as (i) the failure of Customer to pay any amounts when due for Services that are undisputed (provided any disputes are reasonable and in good faith) or the failure to pay any amounts when due that Customer owes to 3PM under any other agreements, contracts, or other arrangements or otherwise, (ii) Any material failure by a party to comply with or to perform any material nonpayment provision or condition of this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party or the failure by Customer to comply with or to perform any material nonpayment provision under any other agreement or understanding between Customer and 3PM; or (iii) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

**8.2 Rights upon Termination.** In the event that this Agreement or any Statement(s) of Work are terminated by either party pursuant to this Section 8, Customer shall have no right to use or exploit in any manner, the Deliverables or 3PM's Information related to such Statement(s) of Work unless Customer has paid the full fees related thereto. In the event of any termination of this Agreement, 3PM and Customer shall promptly comply with Section 4.6 regarding return or destruction of Confidential Information.

### 9. Independent Contractor

3PM (including any and all 3PM employees, agents, or subcontractors), in performance of this Agreement, is acting as an independent contractor and not as an employee or agent of Customer. 3PM shall have exclusive control of the manner and means of performing its obligations under this Agreement. Each party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability, health insurance and other benefits. Nothing in this Agreement shall be construed as making either party the agent of the other party, as granting to the other party the right to enter into any contract on behalf of the other party, or as establishing a partnership, franchise or joint venture between the parties. Under no circumstances shall the employees of one party be deemed to be employees of the other party for any purpose.





## Master Consulting Agreement

### 10. Security Rules

Each party agrees to comply with the other party's reasonable security rules and measures when on the other party's premises and to instruct all of its personnel who enter upon the other party's premises to comply with such security rules and measures. 3PM will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that 3PM and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of 3PM providing any services on campus while students are present. 3PM will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to 3PM and its employees. 3PM will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com/>. 3PM will provide the District with a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. 3PM will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that 3PM fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. 3PM agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from the 3PM failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

### 11. Force Majeure

Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement or any Statement of Work (other than payment obligations) by reason of any Act of God, fire, natural disaster, accident, riot, act of government, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

### 12. Governing Law; Entire Agreement

This Agreement and each Statement of Work shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. The exclusive jurisdiction and venue for all legal actions arising out of or related to this Agreement shall be in courts of competent subject matter jurisdiction located in the Gadsden County, Florida, and the parties hereby consent to the jurisdiction of such courts. This Agreement, together with any Statements of Work executed pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to the subject matter hereof. Neither this Agreement nor any Statement of Work may be modified or amended except in a writing signed by duly authorized representatives of each party. To the extent there is such a conflict between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, the terms and conditions of the statement of Work shall govern and control unless otherwise specified in the Statement of Work. Customer AND 3PM EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

### 13. Notices

All notices, consents and approvals, including notices of address changes, required or permitted to be given by either party under this Agreement shall be in writing and shall be deemed given when delivered in person or sent by registered or certified mail or by reputable overnight commercial delivery to the address set forth on page 1.

### 14. Severability

If any provisions of this Agreement shall be held or made invalid or unenforceable by a court decision, statute or rule, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

### 15. Survival

In the event of any termination of this Agreement, the parties agree that Sections 2, 3, 4, 5, 6, 7, 8, 9, 13, 17, 18 and 19 shall survive such termination. In addition, certain terms in the Statement of Work shall also survive the termination of the Agreement if so specified therein. In addition, the parties agree that certain other terms and conditions may, by their nature, survive any termination of this Agreement.

### 16. Waiver

No waiver or forbearance by either party hereto of any rights hereunder in any particular instance shall act to preclude such party from exercising those rights in any other instance.



# Master Consulting Agreement

**17. Non-Assignment**

The parties shall not assign their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

**18. Conflict**

The terms and conditions of this Agreement, including all Statements of Work executed pursuant hereto, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Customer to 3PM, all of which are hereby rejected.

**19. Headings**

The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**20. Counterparts**

This Agreement may be executed on separate counterparts, any one of which need not contain signatures of more than one party, but all of which when taken together shall constitute one and same agreement

**IN WITNESS WHEREOF**, the parties to this Agreement have caused it to be duly executed by their respective duly authorized representatives as of the Effective Date.

Agreed and accepted for:

Agreed and accepted for:

**3PM Consulting Group LLC**

**the School Board of Gadsden County**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: Johnny L. Nash  
(Printed or Typed)

Name: \_\_\_\_\_  
(Printed or Typed)

Title: Managing Partner

Title: Superintendent of Schools

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

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



# Master Consulting Agreement

Statement of Work No. 3PM-04012018

This Statement of Work No. 1 ("Statement of Work") is in accordance with and is hereby made a part of the Master Consulting Agreement between the School Board of Gadsden County, Florida ("Customer") and 3PM Consulting Group LLC ("3PM") with an Effective Date of April 1, 2018, (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict among the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, the terms and conditions of this Statement of Work shall govern and control such conflict. The following services will be performed by 3PM.

## 1. Description of Services

During the term of this Statement of Work, 3PM shall provide to Customer consulting services related to the implementation of software purchased under RFP# 17-920-44, Software and Implementation Services for the Student Information System / Enterprise Resource Planning (SIS/ERP) Systems, awarded to Skyward Inc.

These services may include, but are not limited to

### Skyward School Business Suite

- transitioning to stable Post Implementation platform by advising and implementing industry standard best business practices
- planning, scheduling and implementing additional School Business Suite Modules and functionality (Employee Management, Position Control, Payroll Encumbrances, Fast Track, Employee Access, True Time, Time Off, Credit Card Processing)
- operational support of deployed School Business Suite Modules as Customer may from time to time request to include knowledge transfer and documentation of policies and procedures.
- Ongoing Maintenance to include staff mentoring and knowledge transfer.

Customer shall give 3PM reasonable advance notice of any service required. 3PM agrees to furnish Customer with written reports with respect to such consulting services if and when requested by Customer.

## 2. Identification of 3PM Staff

Individual 3PM staff authorized to provide services under this Statement of Work for the Master Consulting Agreement as follows:

Staff Name	Staff Title
Johnny L. Nash	Project Manager

Changes to the 3PM staff member(s) identified above must be mutually agreed upon, in writing, by both parties at least ten (10) business days before implementation of staff change.

## 3. Obligations of Customer

**Darlean Youmans, Administrative Technology Coordinator**, from Customer's **Media & Technology Department** has been identified as the Customer's Project Manager. She will provide oversight of the activities conducted hereunder and will be the principal contact for 3PM concerning business activities under this Agreement.

Her contact information:      Customer Project Manager: **Darlean Youmans**  
 Address: 35 Martin Luther King BLVD, Quincy, Florida 32351  
 Phone: (850) 627-9651 x1261 E-mail: youmansd@gcpsmail.com





# Master Consulting Agreement

Statement of Work No. 3PM-04012018 (Continued)

#### 4. Use of Deliverables

Upon payment of all fees and other amounts as they become due hereunder and provided that Customer is not in material breach of this Agreement, 3PM assigns to Customer all right, title and interest in the deliverables, which shall thereafter be the sole, exclusive property of Customer.

#### 5. Compensation and Payment

In exchange for the services listed in Section 1, the parties agree to the following compensation schedule: Customer shall pay 3PM for the performance of all activities necessary for or incidental to the performance of work as set forth in this Statement of Work. 3PM's compensation for services rendered shall be based on:

Consulting Fees: Implementation Services \$74.00USD per Hour (all inclusive)

Hours will be billed in 30-minute increments.

Schedule:

Implementation Services 150 Hours

Compensation (Not to Exceed)

Implementation Services 11,100.00USD

Total: 11,100.00USD



Master Consulting Agreement

Statement of Work No. 3PM-04012018 (Continued)

The Effective Date of this Statement of Work is April 1, 2018

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed by their respective duly authorized representatives as of the Effective Date.

Agreed and accepted for:

3PM Consulting Group LLC

Agreed and accepted for:

School Board of Gadsden County, FL

By: [Signature] (Authorized Signature)

By: \_\_\_\_\_ (Authorized Signature)

Name: Johnny L. Nash (Printed or Typed)

Name: \_\_\_\_\_ (Printed or Typed)

Title: Managing Partner

Title: Superintendent of Schools

Date: March 21, 2018

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a



Date of School Board Meeting: May 22, 2018

TITLE OF AGENDA ITEM: Continuing Services for Construction Management on Minor Projects – District Wide

DIVISION: Department of Facilities  
(Example: Secondary Education, Property Records, etc.)

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: School Board approval to extend the Continuing Services for Construction Management on Minor Projects (RFQ #1617:11) for the 2018-2019 fiscal year. Services provided by CSI Contracting, Inc., Quincy, FL and Cook Brothers, Inc., Midway, FL.

FUND SOURCE: 110

AMOUNT: Cost proposal per project (not to exceed \$500,000)

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page





# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

RECEIVED  
APR 09 2018

CSI Contracting, Inc.  
Attn: W. Norman McMillian III  
1131 Dade Street  
Quincy, FL 32351

Dear Mr. McMillian,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *RFQ No. 1617:11, Continuing Services for Construction Management on Minor Projects.*

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the original agreement. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:11) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Isaac Simmons, Jr.  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351



# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Cook Brothers Inc.  
Attn: S. Lamont Cook  
1255 Commerce Blvd.  
Midway, FL 32343

Dear Mr. Cook,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *RFQ No. 1617:11, Continuing Services for Construction Management on Minor Projects.*

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the original agreement. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:11) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

Signature

Date

4-9-18

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,

William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Isaac Simmons, Jr.  
DISTRICT NO. 3  
CHAFLAHOOCHEE, FL 32324  
GREENSBORO, FL 32309

Charlie D. Frost  
DISTRICT NO. 4  
GREINA, FL 32332  
QUINCY, FL 32351

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351







# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Key Heating and Cooling  
Attn: David Key  
9148 Havana Highway  
Havana, FL 32333


Dear Mr. Key,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *RFQ No. 1617:14, Continuing Services for Mechanical Maintenance and Repairs.*

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the original agreement. Please give us your response and return this letter to my office no later than April 23, 2018.

*I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:14) starting July 1, 2018 through June 30, 2019*

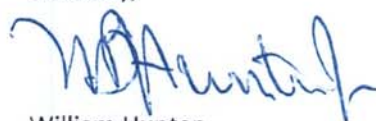
*I do not wish to extend this agreement for the 2018-2019 fiscal year*

  
\_\_\_\_\_  
Signature

4-9-18  
\_\_\_\_\_  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

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QUINCY, FL 32351



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**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Engineered Cooling  
Attn: Steve Gunn  
3739 Peddie Drive  
Tallahassee, FL 32303

Dear Mr. Gunn:

In preparation for the upcoming fiscal year, we are contacting you in reference to the *RFQ No. 1617:14, Continuing Services for Mechanical Maintenance and Repairs.*

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the original agreement. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:14) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

Signature

Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,

William Hunter  
Director of Facilities

WBH/abr

4-11-18

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
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HAVANA, FL 32333

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GREENSBORO, FL 32330

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DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

Date of School Board Meeting: May 22, 2018

TITLE OF AGENDA ITEM: Fire Extinguisher Services – District Wide

DIVISION: Department of Facilities

(Example: Secondary Education, Property Records, etc.)

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: Board approval to extend our agreement (RFQ #1617:02 Professional Annual Fire Extinguisher Services – District Wide) through the 2018-2019 fiscal year. Services provided by Edwards Fire Protection, Inc.

FUND SOURCE: 110

AMOUNT: \$4,500.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.





# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Edwards Fire Protection, Inc.  
3690 Mt. Pleasant Road  
Quincy, FL 32352

Dear Mr. Edwards,

In preparation for the upcoming fiscal year, we are contacting you in reference to extending the agreement *RFQ #1617-02 Professional Annual Fire Extinguisher Services – District Wide*.

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost per service as noted in the original agreement. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (RFQ #1617-02) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 4/16/18

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,

William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Isaac Simmons, Jr.  
DISTRICT NO. 3  
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GREENSBORO, FL 32330

Charlie D. Frost  
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GRETNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

Date of School Board Meeting: May 22, 2018

TITLE OF AGENDA ITEM: Grounds Maintenance – Athletic Fields at Gadsden County High School & West Gadsden Middle School (Bid No. 16-17:07)

DIVISION: Department of Facilities  
(Example: Secondary Education, Property Records, etc.)

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to extend the Grounds Maintenance – Athletic Fields at GCHS & WGMS (Bid No. 16-17:07) for the fiscal year 2018-2019 with Mark’s Lawn Maintenance.

FUND SOURCE: 110

AMOUNT: \$1,965.00 per month – GCHS  
\$1,965.00 per month - WGMS

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN’S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.

2018 MAY 10 AM 10:35  
SCHOOL BOARD  
GADSDEN COUNTY



# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

"Putting Children First"

March 30, 2018

Mark's Lawn Maintenance  
Mark Langston  
PO Box 180306  
Tallahassee, FL 32318


Dear Mr. Langston,

In preparation for the upcoming fiscal year, we are contacting you in reference to the agreement with the School Board of Gadsden County Bid No. 1617:07 Grounds Maintenance – Athletic Fields at GCHS & WGMS.

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost per service as noted in the contract. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (Bid No. 1617:07) starting July 1, 2018 through June 30, 2019

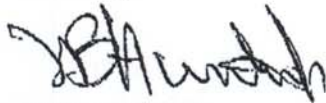
I do not wish to extend this agreement for the 2018-2019 fiscal year

  
Signature

4-19-18  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
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HAVANA, FL 32333

Isaac Simmons, Jr.  
DISTRICT NO. 3  
CHATTahooCHEE, FL 32324  
GREENSBORO, FL 32339

Charlie D. Frost  
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GRETNa, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351







# THE SCHOOL BOARD OF GADSDEN COUNTY

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www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

May 02, 2018

A&J's Lawn Care  
Attn: Andrew Reed  
2076 Aspalaga Road  
Quincy, FL 32351

Dear Mr. Reed:

Effective July 1, 2018, the contract and 90 day extension between your company, A&J's Lawn Care and the Gadsden County School District will expire.

With annual decreases in state funding, the School District of Gadsden County finds it necessary to initiate cost saving changes to many ways we operate. One of those changes will be utilizing hourly district employees to meet our lawn care needs. Because assembling and training staff for this task is not an overnight process, the School Board would like to offer you a six (6) month contract extension starting July 1, 2018 for lawn care services at the following sites:

- James A. Shanks Middle School - \$300.00 per cut
- Havana Magnet School - \$400.00 per cut

I agree to extend our services at the locations and prices as listed above starting July 1, 2018 through December 31, 2018

I do not wish to extend this six (6) month contract agreement

Andrew Reed  
Signature

5-9-18  
Date

If you have any questions or concerns, please feel free to contact my office.

Sincerely,

William B. Hunter  
Directory of Facilities

WBH/abr

cc: Roger Milton, Superintendent of Schools  
Dr. Pink Hightower, Deputy Superintendent of Schools  
Bonnie Wood, Director of Business and Finance

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

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Charlie D. Frost  
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QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351







# DUDE SOLUTIONS

SchoolDude | FacilityDude | TheWorxHub

Tax ID: 56-2174429  
Phone: 877-868-3833  
Email: accountsreceivable@dudesolutions.com

## Invoice

Invoice #: INV-25709  
Invoice Currency: USD  
Invoice Date: 04/15/2018  
Terms: Net 30  
Due Date: 05/15/2018  
Client ID: 3867

**Bill To:**  
Gadsden County Public Schools  
Angie Roberts  
35 Martin L King Blvd  
Quincy, FL 32351-4400  
United States

**Ship To:**  
Gadsden County Public Schools  
Angie Roberts  
35 Martin L King Blvd  
Quincy, FL 32351-4400  
United States

PO #:  
Reference:

Description	Start Date	End Date	Qty	Unit Price	Amount
UtilityEssentials	07/01/2018	06/30/2019	1	\$4,383.75	\$4,383.75
SUBTOTAL					\$4,383.75
Sales Tax					\$0.00
TOTAL					\$4,383.75

TOTAL APPLIED	\$0.00
TOTAL DUE	\$4,383.75

[Need a copy of our W-9? Click here to get a copy from our Dropbox.](#)

**TO PAY BY CHECK**  
Dude Solutions, Inc  
PO Box 200236  
Pittsburgh, PA 15251-0236

**TO PAY BY ACH/WIRE**  
Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054  
Account #: 3300876934  
Routing #: 121140399  
Swift #: SVBKUS6S

**TO PAY BY CREDIT CARD**  
Call (877) 868-3833, x3120







# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Suburban Propane  
Attn: Debra Feinberg McNeely  
4420 Woodville Hwy.  
Tallahassee, FL 32305

Dear Ms. McNeely,

In preparation for the upcoming fiscal year, we are contacting you in reference to the agreement with the *School Board of Gadsden County/Leon County School Bid No. 5388-2017 Liquid Propane Gas*.

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost per service as noted in the original agreement (*terms are current market price per gallon plus \$0.2290 firm markup*). Please give us your response and return this letter to my office no later than April 23, 2018.

*I agree to extend our services at the same price and schedule as the original agreement (Bid No. 5388-2017) starting July 1, 2018 through June 30, 2019*

*I do not wish to extend this agreement for the 2018-2019 fiscal year*

  
\_\_\_\_\_  
Signature

4-9-18  
\_\_\_\_\_  
Date

Please advise if new contracts will need to be executed for each location with the District or if the original contracts will suffice. In addition, review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.)

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
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HAVANA, FL 32333

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GREENSBORO, FL 32330

Charlie D. Frost  
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QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

Date of School Board Meeting: May 22, 2018

TITLE OF AGENDA ITEM: Pest and Weed Control for Athletic Fields – Gadsden County High School & West Gadsden Middle School

DIVISION: Department of Facilities  
(Example: Secondary Education, Property Records, etc.)

                   This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For School Board approval to piggyback Leon County School Bid #5262-2014 Pest & Weed Control Services for Athletic Fields for the 2018-2019 fiscal year beginning July 1, 2018. Services are provided to the athletic fields as follows: Gadsden County High School (\$8,745.75) and West Gadsden Middle School (\$8,745.75).

FUND SOURCE: 110

AMOUNT: \$17,491.50

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

                   Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered                   

CHAIRMAN'S SIGNATURE: page(s) numbered                   

Be sure that the COMPTROLLER has signed the budget page.

2018 MAY 10 AM 10:22  
SUPERINTENDENT'S SIGNATURE  
CHAIRMAN'S SIGNATURE



# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Professional Pest Management  
Attn: Keith Collinsworth  
4123 Neil Court  
Tallahassee, FL 32303

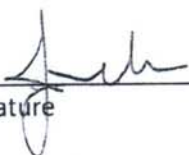
Dear Mr. Collinsworth,

In preparation for the upcoming fiscal year, we are contacting you in reference to the agreement with the *School Board of Gadsden County/Leon County School Bid No. 5262-2014 Pest & Weed Control Services for Athletic Fields (GCHS & WGMS)*.

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost per service as noted in the original agreement. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (Bid No. 5262-2014) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

  
\_\_\_\_\_  
Signature

4.11.2018  
\_\_\_\_\_  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.)

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
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HAVANA, FL 32333

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DISTRICT NO. 3  
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GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GREYNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351



# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8i



Date of School Board Meeting: May 22, 2018

TITLE OF AGENDA ITEM: Pest Control Services – District Wide

DIVISION: Department of Facilities

(Example: Secondary Education, Property Records, etc.)

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: School Board approval to continue services with Florida Pest Control, Tallahassee, FL, for the 2018-2019 Fiscal Year. (Piggyback Leon County School Bid #5453-2018 Pest Control Services District Wide). Amount shown is for all school/administrative locations to be services 1x a month and all cafeteria locations to be services 2x a month.

FUND SOURCE: 110

AMOUNT: \$15,084.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

---

### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page



# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Florida Pest Control  
Attn: JPaul Deutschmann  
4970 Capital Circle NW  
Tallahassee, FL 32303

Dear Mr. Deutschmann:

In preparation for the upcoming fiscal year, we are contacting you in reference to the agreement with the *School Board of Gadsden County/Leon County Schools Bid No. 5453-2018, Pest Control Services – District Wide.*

We would like to extend this agreement through the 2018-2019 fiscal year providing service at locations throughout the district for an estimated FY total of \$15,084.00 (*servicing school/administrative locations 1x a month and all cafeteria locations 2x a month*). Please give us your response and return this letter to my office no later than April 23, 2018.

- I agree to extend our services as noted above starting July 1, 2018 through June 30, 2019*
- I do not wish to extend this agreement for the 2018-2019 fiscal year*

  
Signature BRANCH MANAGER

04/09/18  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,  
  
William B. Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
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HAVANA, FL 32333

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GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8j



Date of School Board Meeting: May 22, 2018

TITLE OF AGENDA ITEM: **Preventative Maintenance Services with Brooks Building Solutions, Inc.**

DIVISION: **Department of Facilities**  
(Example: Secondary Education, Property Records, etc.)

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: **Board approval to continue agreement between Gadsden County School Board and Brooks Building Solutions, Inc. for West Gadsden Middle School and Gadsden County High School.**

FUND SOURCE: 110

AMOUNT: \$58,660.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

---

### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.





# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

Roger P. Milton  
Superintendent  
miltonr@gcpsmail.com

*Protecting Children First*

March 30, 2018

Brooks Building Solutions  
Attn: Tom Zimmerly  
4501 Beverly Avenue  
Jacksonville, FL 32210

Dear Mr. Zimmerly,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *Preventative Maintenance Service Agreement*.

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the original contract. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (*Preventative Maintenance Service Agreement*) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

  
Signature

5/7/2018  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Isaac Simmons, Jr.  
DISTRICT NO. 3  
CHATTahoochee, FL 32352  
GREENSBORO, FL 32339

Charlie D. Frost  
DISTRICT NO. 4  
GRINSA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8k

Date of School Board Meeting: May 22, 2018



TITLE OF AGENDA ITEM: **Approval to continue agreement with North Florida Vault and Septic for Pump Out Services of Grease Traps and Sewer Plants**

DIVISION: **Department of Facilities**  
(Example: Secondary Education, Property Records, etc.)

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: **School Board approval to extend the septic services with North Florida Vault Septic Tank & Mfg., for the 2018-2019 fiscal year.**

FUND SOURCE: 110

AMOUNT: \$8,520.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

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### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.



# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

North Florida Vault Septic Tank & Mfg., Inc.  
Attn: Seste Wilson, Jr.  
420 Shiloh Road  
Quincy, FL 32351

Dear Mr. Wilson:

In preparation for the upcoming fiscal year, we are contacting you in reference to extending the agreement for *Septic Services – District Wide*.

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost per service as noted in the original quote. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original quote starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

  
Signature

4-16-18  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32353  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Isaac Simmons, Jr.  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

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# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 81



Date of School Board Meeting: May 22, 2018

TITLE OF AGENDA ITEM: **Solid Waste Collection Agreement between Gadsden County School District and Waste Pro of Florida, Inc. – District Wide**

DIVISION: **Department of Facilities**  
(Example: Secondary Education, Property Records, etc.)

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: **For School Board approval to continue the Solid Waste Collection Agreement with Waste Pro of Florida, Inc.**

FUND SOURCE: 110

AMOUNT: \$135,000.00

PREPARED BY: **Bill Hunter**

POSITION: **Director of Facilities**

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### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page



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**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

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March 30, 2018

Waste Pro of Florida, Inc.  
Attn: Joel Thornton  
264 Commerce Lane  
Midway, FL 32343


Dear Mr. Thornton,

In preparation for the upcoming fiscal year, we are contacting you in reference to the agreement with the *School Board of Gadsden County for Solid Waste Collection Agreement*.

We would like to extend this agreement through the 2018-2019 fiscal year providing the service as noted in the attached Appendix A. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services as noted in attached Appendix A starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

  
\_\_\_\_\_  
Signature

4/15/18  
\_\_\_\_\_  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

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QUINCY, FL 32351



April 17, 2018

William Hunter  
Director of Facilities  
35 Martin Luther King, Jr. Blvd  
Quincy, FL 32351

Dear Mr. Hunter;

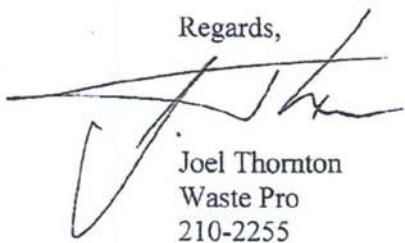
There are some pricing changes that we will do as of May 1, 2018. They primarily deal with the VIPs. The Carter Parramore VIP doesn't work so we are replacing it with a regular 8 yard FEL for less cost.

We are not sure of the VIP at James Shanks. This will have to be discerned next week. So for now, we are leaving the price the same.

Two other VIPs that need to be increased, George Munro and Stewart Street, will be increased as of today. George Munroe for \$\$591.93. Stewart Street for \$575.59. This to bring them in line with a VIP three times compaction price.

Finally, our base is the Gadsden County franchise rates. These rates are on the attached spreadsheet with these price changes.

Regards,



Joel Thornton  
Waste Pro  
210-2255

















# THE SCHOOL BOARD OF GADSDEN COUNTY

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**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

March 30, 2018

Prime South Properties  
Attn: Gay Steffen  
2573 Barrington Circle  
Tallahassee, FL 32308

Dear Ms. Steffen,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *RFQ No. 1617:04, Real Estate Brokerage Services – District Wide*

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the original agreement. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:04) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

  
Signature

4/15/18  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

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