

## THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

### Contract for Goods & Services

This Contract entered into on the date last written below, by and between: RSM US LLP (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

#### 1. TERM

The term of this Contract shall be from: May 15, 2019 to May 14, 2021.

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

#### 2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:  
Construction Auditing Services for GAE, PKS and SSE per RFP 2017702 and subsequent additional  
Locations to include MHS Fields and SI Facility quotes attached as Exhibit A.

This replaces previous separate contracts for same services.

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

#### 3. COMPENSATION

School Board shall pay Contractor the sum of \$150,000 (NTE-Not to exceed price) to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

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Pricing listed by project therefore work completed and paid in previous FY does not apply.

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NTE covers balance on projects in addition to hourly work as needed at the rates outlined in the bid.

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#### **4. INSURANCE**

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

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

\_\_\_ **General Liability Insurance**

Amount: \_\_\_\_\_

\_\_\_ **Professional Liability Insurance**

Amount: \_\_\_\_\_

\_\_\_ **Vehicle Liability Insurance**

Amount: \_\_\_\_\_

\_\_\_ **Workers Compensation Insurance**

Amount: \_\_\_\_\_

#### **5. COMPLIANCE WITH LAWS AND POLICIES**

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

#### **6. INDEPENDENT CONTRACTOR STATUS**

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee

thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

## **7. BACKGROUND CHECKS/FINGERPRINTING**

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

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

## **8. TERMINATION**

### **A. WITHOUT CAUSE**

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

### **B. TERMINATION FOR BREACH**

(b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.

(d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: [Records@KeysSchools.com](mailto:Records@KeysSchools.com) OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).**

## **17. ETHICS CLAUSE**

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

## **18. CONFLICT OF INTEREST**

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

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

## **19. SEVERABILITY**

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

## **20. COUNTERPARTS**

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

## **21. WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

## **22. CAPTIONS**

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

## **23. ENTIRE CONTRACT**

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

## **24. LIQUIDATED DAMAGES**

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$\_\_0\_\_\_\_\_ per day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

## **25. NOTICES**

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:  
Superintendent  
Monroe County School District  
241 Trumbo Road  
Key West, FL 33040

With a copy to District Counsel  
Vernis & Bowling of the Florida Keys, P.A.  
81990 Overseas Hwy, 3<sup>rd</sup> Floor  
Islamorada, FL 33036

Contractor:  
RSM US LLP, Office of General Counsel  
200 South Wacker Drive, Suite 3900  
Chicago, IL 60606

**IN WITNESS WHEREOF**, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT

\_\_\_\_\_  
DATE

  
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

\_\_\_\_\_  
5/8/2019

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Jennifer Murtha, Sr Director  
PRINT NAME AND TITLE

**MONROE COUNTY SCHOOL DISTRICT  
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

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

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:  
Name of company/vendor: RSM US LLP  
Nature of services presently being offered to School District: Construction Auditing Services

2)    I have (OR)   X   I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

**IF YOU ANSWER I HAVE:** Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

3)    I have (OR)   X   I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

**IF YOU ANSWER I HAVE:** Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

5/8/2019  
Date

*Jennifer Murtha*  
(Signature of Authorized Representative)

STATE OF Florida  
COUNTY OF Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jennifer Murtha who,   X   being personally known,   ✓   or having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 8th day of May 2019.

*Cynthia E. Habercorn*  
NOTARY PUBLIC

11/20/2019  
My commission expires:

