

**THE SCHOOL DISTRICT OF ESCAMBIA COUNTY  
PURCHASING DEPARTMENT**

**SCHOOL BOARD EXECUTIVE SUMMARY**

**October 15, 2013**

**V. b. 2. E. CONSENT AGENDA / PURCHASING**

**9. Educational Services Agreement: Learning for Life Character Education Program**

**DESCRIPTION OF PURCHASE:**

An agreement with The Boy Scouts of America, Gulf Coast Council #773 to provide "Learning for Life", a character educational program for students at selected sites. Services will include the training of teachers at the selected schools (see Article 6 of the agreement for a list of schools) in the use of materials and lesson plans. The Contractor will distribute the Learning for Life materials to the schools and conduct a pre-post evaluation test with teachers and parents. See attached agreement.

**REQUESTED BY:**

Comprehensive Planning Department

**DISTRICT GOAL SUPPORTED:**

District Goal #Q.1: To increase rigor at all levels.

**SUPPLIER NAME:**

Boy Scouts of America, Gulf Coast Council #773, Pensacola, FL

**AMOUNT OF PURCHASE:**

\$94,000.00

**FUNDING SOURCE:**

General Fund (1110) – Learning For Life (6787)

**METHOD OF PROCUREMENT:**

Quotation

**OTHER REFERENCES:**

School Board Rule 6Gx17-5.02(7)(F)(7) - Educational Services and Copyrighted Material



## **School Board of Escambia County, FL Professional Services Agreement**

The School Board of Escambia County, Florida (the Board) does hereby retain the services of:

Company: Boy Scouts of America, Gulf Coast Council #773

Address: 9440 University Parkway, Pensacola, FL 32514

Telephone number: 850.476.6336 FAX: 850.476.6337

To furnish certain professional services upon the following terms and conditions:

### **Article 1 - Location and Description of Services**

Boy Scouts of America, Gulf Coast Council #773 (the Contractor) shall provide the following services during the term of this agreement: Implementation of the "Learning for Life" program which will include the training of teachers at selected schools (Refer to Article 6) in the use of materials and lesson plans. "Learning For Life" is a nationwide character education program. The Contractor will distribute the "Learning for Life" materials to the schools and conduct a pre-post evaluation test with teachers and parents.

The Contractor will independently perform all services specified in this agreement, except as provided herein. This provision does not apply to secretarial and clerical services needed by the Contractor to assist in the performance of this agreement. The Contractor will not hire District employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

### **Article 2 - Term of the Agreement**

The term of this agreement shall be from the Effective Date through June 30, 2014. This agreement may be terminated by either party upon fourteen (14) days prior written notice to the other party. In event of cancellation, services performed prior to cancellation will be paid up to the date of cancellation.

### **Article 3 - Basis of Payment**

The Contractor shall receive compensation for services rendered in four (4) payments of \$23,500.00 not to exceed \$94,000.00.

### **Article 4 - Payment**

To receive payment, the Contractor should submit invoices to the District's Continuous Improvement Director, Sandra Edwards, for work and services performed.

#### **Article 4 – Payment (Cont.)**

Payment is due in full no more than thirty (30) days after the invoice date. All bills, invoices, statements or other claims for funds due under this agreement will be submitted to the District no later than thirty (30) days after the expiration of this agreement or they may be deemed waived.

#### **Article 5 - Assignment**

The Contractor shall not assign or transfer this agreement or any interest or claim in this agreement without prior written consent of the District.

#### **Article 6 - Services**

Services shall be provided at the selected schools as arranged through the Continuous Improvement Department. The following schools will participate:

Blue Angels Elementary  
C.A. Weis Elementary  
Ferry Pass Elementary  
Hellen Caro Elementary  
Myrtle Grove Elementary  
Sherwood Elementary  
West Pensacola Elementary  
Lakeview Day School  
Holm Elementary  
Warrington Elementary  
Ransom Middle

Other schools may be added if additional licenses are made available.

#### **Article 7- Non-Liability**

In no event shall the District be liable for any claims or liabilities arising from the services furnished by the Contractor under this agreement.

#### **Article 8 - The Contractor as an Independent Contractor**

- A. The Contractor shall have sole control over the manner and means of providing the services performed under this agreement. The Contractor's relationship to the District under this agreement shall be that of an Independent Contractor. The Contractor will not be considered an agent or employee of the District for any purpose.
- B. As an Independent Contractor, the Contractor is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.
- C. Contractor shall provide all materials necessary for fulfillment of this contract, excluding the location.

#### **Article 9 - Compliance with Laws**

The Contractor agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Contractor shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

### **Article 10 - Governing Laws**

This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

### **Article 11 - Examination of Records**

The Contractor agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Contractor involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement.

### **Article 12 - Covenant against Contingent Fees**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide established commercial or selling agencies maintained by the Independent Contractor for the purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

### **Article 13 - Conflict of Interest**

The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Contractor will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

### **Article 14 - General Conditions**

- A. If services are to be provided when District students are present, or the Contractor will have access to District funds, or the Contractor will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Contractor 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 the Contractor providing any services on campus while students are present. The Contractor 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 Contractor and its employees. The Contractor will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://www.escambia.k12.fl.us/master/index.asp>. Contractor will

#### **Article 14 - General Conditions (Cont.)**

provide the school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor 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 Contractor 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. Contractor 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 Contractor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- B. **REQUIRED ENCLOSURE:** The following document is attached, agreed to, and incorporated by specific reference:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on Pages 7 and 8 of this document) must be signed and returned with the agreement. Agreement will not be accepted if this form is not returned.

- C. This agreement constitutes the full agreement of the parties. Any amendment or modification of this agreement shall not be effective unless in writing and executed by the parties.

#### **Article 15 – Risk Management Provisions**

Anything in the foregoing Articles to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**

Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (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 the Signer (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 the Signer 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 the Signer.

## Article 15 – Risk Management Provisions (Cont.)

### B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

### Approval and Effective Date

This agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as of the date last written below.

The School Board of Escambia County, FL: Contractor:

\_\_\_\_\_  
Jeff Bergosh, Chairman

\_\_\_\_\_  
Spencer Paige, Director, Boy Scouts of America

\_\_\_\_\_  
Date

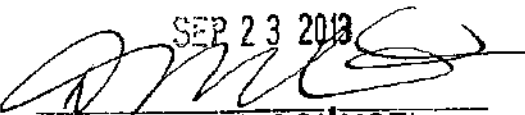
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ATTEST:

\_\_\_\_\_  
Malcolm Thomas, Superintendent

\_\_\_\_\_  
Date

APPROVED FOR LEGAL CONTENT  
FOR Oct 8013 AGENDA

SEP 23 2013  
  
\_\_\_\_\_  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

**Approval and Effective Date (Cont.)**

**Contractor shall not commence work until this agreement is signed by both parties and the Contractor is in receipt of a District Purchase Order issued in conjunction with this agreement.**

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**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)