

## CONTRACT FOR SERVICES

This Agreement is made and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Jackson County School Board (the "Board") and EP Consultants, Inc. ("EPCI").

### WITNESSETH:

**WHEREAS**, the Board desires to provide for its employees and students health, welfare and safety and is in need of certain fire safety, casualty and sanitation inspection for its facilities as well as a firm to provide/perform plan reviews, permitting, and inspections for Board related projects; and

**WHEREAS**, EPCI has the ability to provide said services to the Board which will accomplish the Board's goals and objectives; and

**WHEREAS**, the Board desires that EPCI provide, and EPCI desires to perform, the services and responsibilities as set forth herein pursuant to the terms and conditions as set forth below.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

I. Recitals.

The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement the same as if fully set forth herein.

II. Scope of Services.

2.1 EPCI shall provide the following services to the Board pursuant to the terms and conditions set forth herein:

- a. EPCI shall provide, when the proposed work is required by Florida Statute(s) and the Florida Building Code to be permitted; plan reviews, permitting, and inspections for Board maintenance projects.
- b. EPCI shall provide, when the proposed work is required by Florida Statute(s) and the Florida Building Code to be permitted; plan reviews, permitting and inspections for Board construction projects.
- c. EPCI shall, when requested by the Board, assist in project management, and/or project design. For such requested work, the Board will furnish to EPCI a scope of work that details each task in which the Board requests support for its construction projects
- d. EPCI shall provide annual fire safety, casualty and sanitation inspections of all the Board's facilities

2.2 EPCI shall provide "Building Official(s)", "Fire Inspector(s)", "Building Inspector(s)", and "Plans Examiner(s)" as required by Florida Law for listed duties and responsibilities as set forth in this Agreement.

- 2.3 EPCI shall retain employees on staff, and who are providing service to the Board pursuant to this Agreement, which, at all times hereto, possess all required, mandatory or common certificates as set forth under Florida Statutes, including F.S. 468.609(1)(2), to perform the following services:
- a. Building Official responsibilities and duties
  - b. Building Inspections
  - c. Electrical Inspections
  - d. Plumbing Inspections
  - e. Building Plan Reviews
  - f. Electrical Plan Reviews
  - g. Mechanical Plan Reviews

Further, at least one employee of EPCI shall be a certified fire safety inspector/plan examiner licensed pursuant to F.S. 633.081.

III. Compensation.

EPCI shall be compensated pursuant to the following “Cost Breakdown for Services”:

- a. Construction Projects; Building Permits, Plan Reviews, and inspections 1% of total job costs. Or, for larger projects, as may be agreed upon by both parties.
- b. Board Maintenance Projects; 1% of total job costs; Min. \$150
- c. Project Management, Planning and Design Assist. (Negotiated based on Scope of work involved) Up to ½% total job
- d. Services not included herein, and requested by Board \$75.00 per hour including travel time portal to portal
- e. Firesafety, Casualty and Sanitation Inspections \$.01 per square foot
- f. EPCI will bill the Board on a monthly basis the fees for services and said monthly bill will include all work performed during EPCI during said monthly period. Each Monthly invoice shall have an attachment indicating all fire safety, casualty and sanitations inspections completed as well as all maintenance inspections made per facility during the month.  
Larger construction projects will be billed monthly based on the expected duration of the project. The Board shall make payment for work provided by EPCI within twenty (20) days of receipt of the invoice.

IV. Term.

The term of this Agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and shall remain in effect, unless terminated as set forth herein, for a period of one year, through the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Initial Term”). The Parties shall have the option to extend said Initial Term for two (2) additional one (1) year terms. Said terms shall automatically extend unless a party hereto provides the other party hereto thirty (30) days written notice of its intention not to extend the Agreement for an additional term.

V. Termination.

This contract may be terminated as follows:

- a. **Termination without cause:** Either party shall have the right to terminate this Agreement without cause by providing ninety (90) days written notice to the other party.
- b. **Termination for cause:** The Board shall have the right to terminate this Agreement for cause by providing ten (10) days notice to EPCI stating the basis for the termination for cause. EPCI shall have the right to cure any deficiencies set out in the Board's termination for cause within seven (7) days. EPCI shall have the right to terminate this Agreement within ten (10) days notice if the Board fails to make full and timely payments required under this Agreement pursuant to the monthly payment schedule. The Board shall have the right to cure said deficiencies as set forth in EPCI's termination for cause within seven (7) days.

VI. Miscellaneous.

- a. EPCI will provide the Board with contact information (phone numbers, pager numbers, etc.) to reach designated EPCI staff 24 hours a day, 7 days a week.
- b. Where required, EPCI must ensure that all personnel working pursuant to the Board's project(s) comply with the Jessica Lunsford Act (F.S. 1012.465), including, but not limited to, must consent to having a level two background screening.
- c. While performing task pursuant to this Agreement, EPCI employees will comply with the Board's Drugs and Alcohol Policies and other Health and Safety Policies of the Board.
- d. If the conduct or performance of any individual(s) employed by EPCI pursuant to this Agreement becomes unsatisfactory to the Board, the Board may request that such individual(s) be removed from any further work pursuant to this Agreement.
- e. EPCI will provide professional liability insurance and workers compensation insurance pursuant to Florida Statute 440.

VII. Entire Agreement and Prior Understandings.

This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings or representations.

VIII. Construction and Application.

The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against either party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of both parties.

IX. Severability.

Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in full force and effect.

X. Amendment.

Any alterations, amendments, deletions or waiver of any provisions of this Agreement shall be done in writing and signed by both the Board and EPCI. No alteration, amendment, deletion, or waiver of any provision shall become valid or effective until executed in conformity with this paragraph.

XI. Notice.

Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notice required or allowed by this Agreement shall be sent:

If to the Board:  
Attn.: School Superintendent  
2903 Jefferson St.  
Marianna, FL 32446

If to EPCI:  
Attn.: President EPCI  
5920 Ard Drive  
Youngstown, FL 32466

XII. Governing Law and Forum.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.. Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in a court of competent jurisdiction. Venue shall be in Jackson County, Florida.

XIII. Understanding of the Agreement.

Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Both parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not be construed against or in favor of either party based upon which party was responsible for the drafting of the Agreement.

XIV. Public Disclosure of the Agreement.

Both parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided by law.

XV. Waiver.

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

XVI. Assignment.

This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

XVII. Execution and Counterparts.

This Agreement may be executed in counterparts and by the parties on separate counterparts each of which, when so executed, shall constitute but one and the same instrument.

XVIII. Drafting.

Neither party shall be considered the author of this Agreement since the parties have participated in negotiations in the making of this Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

XIX. Compliance with Laws.

Both parties shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to, laws relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and/or other confidential information, Title VII of the Civil Rights Act, and the Americans with Disabilities Act.

XX. Hold Harmless and Indemnification.

EPCI shall indemnify and hold harmless the Board and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of EPCI and other persons employed or utilized by EPCI, in the performance of the Agreement.

XXI. Independent Contractor Status.

It is understood and agreed by the parties that EPCI, and its employees and agents, is an independent contractor retained for the purposes as outlined herein. It is further understood that said work is done on a day-to-day basis. The Board shall not control the manner nor the means of EPCI's performance, but shall be entitled to a work-product as set forth herein. The Board shall have no responsibility to any employee of EPCI, employed by EPCI for performance of work for the Board, and employees, if any,, of EPCI shall look exclusively to EPCI for any payments due. The Board will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. EPCI shall be fully responsible to the Board for the acts and omissions of itself and its employees.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto the day and year written herein.

**JACKSON COUNTY SCHOOL BOARD**

**EPCI**

\_\_\_\_\_  
Superintendent, Jackson County  
School Board

\_\_\_\_\_  
President, Hilton "Bo" Creel

\_\_\_\_\_: DATE

\_\_\_\_\_: DATE