

☒ APPROVED

196161

<b>CONTRACT REVIEW FORM ("CRF")</b>		BOARD MEETING DATE: <b>5-2-19</b> <small>WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED</small>
Date Submitted: <b>4/10/2019</b>		
Contract Initiator (Name of Person Overseeing the Contract): <b>Bertie Staefe</b>		Telephone Number: <b>336-6736</b>
School/Department Submitting Contract: <b>Business Affairs / Purchasing</b>		
Vendor/Contractor Name: <b>Purvis, Gray and Company, LLP</b>		
Contract Title: <b>RFP 19-BA-125 Independent Auditing Services Agreement</b>		
Contract Type: New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/> Date Original Contract Approved:		
Contract Term: <b>5 years (5/2019 - 4/2024)</b>		Renewal Option(s): <b>(3) 1 year periods</b>
Contract Cost: <b>Estimated Total for 5 year period is \$606,000.00</b>		
Payment Schedule (Monthly? Upon delivery? When finished?):		
Funding Source: <b>0100</b>		
Purchase Requisition No.:		
Strategic Plan Tie-in Explanation:		
Pre-Approved by Superintendent or Designee? Yes _____ No _____		
Additional Information: <div style="text-align: right; font-size: 2em; color: red; font-weight: bold; margin-top: 20px;">RECEIVED 4/10/19</div>		
<b>CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?</b> <input type="checkbox"/> Completed Contract Review Form <input type="checkbox"/> SBAO Template Contract or other Contract (with all basic and mandatory terms) <input type="checkbox"/> SIGNED 2018 Addendum A (if not an SBAO Template Contract)* <small>*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."</small> <input type="checkbox"/> Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements: <small>COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.            General Liability = \$1,000,000 Each Occurrence &amp; \$2,000,000 General Aggregate.            Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).            Workers' Compensation = \$100,000 Minimum            [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].</small>		

Approvals		Comments
Purchasing Department	Approved	Denied
Review Date: <b>4-10-19</b>	<b>BYB</b>	
Risk Management Department	Approved	Denied
Review Date:		
School Board Attorney	Approved	Denied
Review Date: <b>4/10/19</b>	<b>(Signature)</b>	
Information & Technology Dept.	Approved	Denied
Review Date:		
Other:	Approved	Denied
Review Date:		

**RFP Process Complete**  
**Same Agreement/Letter Wording use in the past RFP**

**AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
AND PURVIS GRAY & COMPANY, LLP**

This Agreement is made and entered into effective May 3, 2019 (the "Effective Date"), and is by and between The School Board of Clay County, Florida, operating a district school system in the State of Florida (the "District"), and Purvis Gray, LLP, a Florida limited liability partnership (the "Contractor").

**WITNESSETH:**

**Whereas**, the District issued RFP # 19-BA-125 dated on January 11, 2019 relating to the District's solicitation of Independent Auditing Services (the "Services"), together with Addendum 1 dated February 1, 2019 (collectively, the "RFP"), a copy of which RFP is attached hereto and incorporated herein by this reference as Exhibit A;

**Whereas**, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B, and was selected as the best responsive and responsible Contractor by the District (the "Proposal");

**Whereas**, the Contractor is interested in and capable of performing the desired Services for the District and the District desires to have the Contractor perform the Services; and

**Whereas**, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**ARTICLE I  
SCOPE OF SERVICES**

1.1 The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully and timely provide the District the Services in a manner in accordance with the District's objectives set forth in the RFP and this Agreement. The contract documents consist of this Agreement, the RFP (including the Addendum), the Proposal and the Audit Engagement Letter (attached hereto and incorporated herein by this reference as Exhibit C). In the event of any conflict or ambiguity among these documents, the priority set forth in GENERAL CONDITIONS section DISPUTES of the RFP shall be assigned.

**ARTICLE II  
TERM AND RENEWAL**

2.1 The term and renewal periods are as set forth in RFP.

2.2 Except for those actions preceding the date of this Agreement, the Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

**ARTICLE III  
COMPENSATION**

3.1 The compensation is as set forth in the Proposal.

3.2 The maximum obligated amount under this Agreement shall be as set forth in the Proposal documents; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).

**ARTICLE IV  
TERMINATION**

This Agreement may be terminated as set forth in the RFP.

**ARTICLE V  
COMMUNICATIONS; RECORDS; NOTICES**

5.1 The parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services.

5.2 The Contractor shall provide records and information and fully cooperate (notwithstanding any Contractor claims of trade secrets, proprietary or confidential information) with the District as to all matters pertaining to any and all legal, audit, administration, and compliance requirements relating to the Services and the contract documents.

5.3 Until changed by written notice, all formal notices and communications shall be addressed as follows, and sent via certified mail (return receipt requested) or overnight delivery:

If to the District:           School Board of Clay County  
                                  Attn: Mr. Addison Davis, Superintendent  
                                  900 Walnut Street  
                                  Green Cove Springs, Florida 32043

With copy to:            School Board of Clay County  
                                  Attn: Dr. Susan Legutko, Assistant Superintendent of Business Affairs  
                                  900 Walnut Street  
                                  Green Cove Springs, Florida 32207

If to the Contractor:    Purvis Gray & Company, LLP  
                                  Attn: Timothy M. Westgate, CPA  
                                  2347 SE 17th Street  
                                  Ocala, FL 34471

## **ARTICLE VI PERSONNEL**

6.1 The Contractor represents and warrants that its performance of the Services shall be rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

6.2 The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal.

6.3 All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

6.4 The Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under this Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

## **ARTICLE VII MISCELLANEOUS**

7.1 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

7.2 The Article and Section headings are for reference and convenience only and shall not enter into the interpretation hereof.

7.3 All of Contractor's exceptions to the RFP set forth in its Proposal, if any, are stricken in their entirety and void except as may be specifically addressed in this Agreement.

7.4 This Agreement may be executed via email and in one or more counterparts, each of which will be deemed an original, but all such emails and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.


ATTEST: THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA


By: \_\_\_\_\_  
Addison Davis, Superintendent

By: \_\_\_\_\_  
Carol Studdard, Chairman of the Board

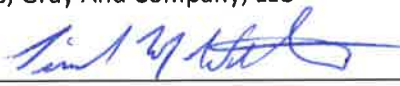
Approved by Board on May 2, 2019

Witnesses:

By:   
Name: Timothy M. Westgate

By:   
Name: CLAIRE PEACE

Purvis, Gray And Company, LLC

By:   
Name: Timothy M. Westgate, C.P.A  
Title: Partner