SSA #14-571-KC - Brevard County Jail Complex

NON-COMPETITIVE SALES AND SERVICE AGREEMENT:

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT AWARDED</th>
<th>REQUIRED PRODUCTS/SERVICES</th>
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<tbody>
<tr>
<td>Brevard County Sheriff’s Office</td>
<td>$35,000.00</td>
<td>Provide educational services to incarcerated students</td>
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<tr>
<td>TOTAL</td>
<td>$35,000.00</td>
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DISCUSSION:

School districts are required to provide educational services to incarcerated students of compulsory school age, including students with disabilities. The School Board of Brevard County employs one teacher at the Brevard County Jail Complex in order to provide a total of 120 minutes a day of instruction for five days per week, year round.

CONTRACT TERM:

The initial contract term shall commence June 27, 2014 and continue until June 30, 2015.

RECOMMENDATION:

It is the recommendation of Dr. Beth Thedy, Assistant Superintendent of Student Services, Melissa Catechis, Director of Students at Risk, and staff to approve the attached agreement with the Brevard County Sheriff’s Office in the amount of $35,000.00.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (11) (b)

ACTION BY BOARD:

___ Approved Recommendation(s) Above & Awarded  Meeting Date: June 26, 2014
___ Other

Cheryl L. Olson, C.P.M., CPPO, FCCN
Director of Purchasing and Warehouse Services
BREvard COUNTY JAIL COMPLEX
AGreement with the
School Board of Brevard County

AGREEMENT MADE this _____ day of ____________, 2014, between the School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940, hereinafter referred to as the "Board", and Brevard County Detention Center, Wayne Ivey, Sheriff of Brevard County, Florida, 700 S. Park Avenue, Titusville, Florida 32780, hereinafter referred to as the "Sheriff". The Board and the Sheriff are collectively referred to in this Agreement as the "parties".

WHEREAS, the Sheriff and the Board are desirous of closely coordinating their respective efforts for providing appropriate educational opportunities to the youth placed in the Brevard County Jail Complex, 860 Camp Road, Sharpes, Florida 32927, hereinafter referred to as the "Center".

NOW, THEREFORE, the parties agree as follows:

1. That the Board agrees, through its Superintendent, to assign necessary administrative and instructional personnel to the Center consistent with the Board’s staffing plan. Selection of a teacher or teaching assistant will be jointly agreed upon by the parties or their duly authorized designees.

2. That all employees of the Board working at the Complex shall be subject to the same laws, policies, rules, regulations and negotiated contracts as are other employees of the Board as well as the rules and regulations governing the employees of the Sheriff who work at the Complex.

3. That all employees of the Board working at the Complex will follow the general rules, regulations, policies and procedures of the Complex established by the Sheriff.

4. That, except to the extent in conflict with the rules, regulations, policies, and procedures of the Sheriff pertaining to the operation of the Complex, the Board employees assigned to the Complex shall be under exclusive administrative supervision of the assigned School Board Administrator and that all evaluating, scheduling, and directing of the work of said employees shall be the responsibility of said Administrator in cooperation with the Sheriff or his designee, such as the Complex’s Command Staff.

5. That the Board shall be responsible for the payment, evaluation, termination and in-service training of the Board personnel assigned to the Complex. Provided, however that the Board, through its duly appointed representative, will consult and confer with the Sheriff and his designee, such as the Complex’s Command Staff.

6. That the Board shall be responsible for the purchase and maintenance of all the materials, equipment and supplies that are to be used exclusively in the students’ educational program.

7. That student records shall be maintained and processed according to Board rules, except to the extent required by state law governing the Sheriff and the operation of the Complex.
8. That the Board’s nondiscrimination notice shall be posted as required by law.

9. That the Board shall make educational services available to the Complex according to the officially adopted School Board calendar and additional days during the summer to be determined on an annual basis.

10. That the exceptional students and basic students shall be given hours of instruction as determined by the Individual Education Plans and the determined program of instruction, to the extent not in conflict with the rules, regulations, policies and procedures of the Sheriff pertaining to the operation of the Complex.

11. That the Board shall collect all data and forms required to meet the established Department of Education guidelines.

12. That the Sheriff shall provide reasonable space(s) to provide a quality education program as determined by the Board, taking into account budgetary and space limitations that may exist during the term of this Agreement.

13. That the Sheriff shall provide the assigned instructional personnel from the Board appropriate office space as determined by the parties, taking into account budgetary and space limitations.

14. That the Sheriff shall provide telephone, fax and internet service for the assigned instructional personnel to be used for the communication of educational matters, subject to budgetary limitations and availability.

15. That the Sheriff shall make available to Board employees all state and local evaluative reports relating to the educational program/educational staff at the Complex, to the extent available to the Sheriff and not in conflict with state or federal law.

16. That the Sheriff shall provide locked adequate storage space for the purpose of storing materials, supplies and equipment purchased by the Board at the Complex, subject to budgetary and space limitations. Supplies and equipment damaged due to the gross negligence or intentional misconduct of the Sheriff or his employees shall be replaced by the Sheriff.

17. That the Complex staff members will acknowledge, respect, and abide by classroom rules and regulations developed by the Administrator and employees of the Board to the extent they do not conflict with the Complex’s rules and regulations regarding the safety and welfare of inmates and personnel.

18. That Complex staff members and Board employees will work together to provide a unitary discipline plan for residents acceptable to the Sheriff or his designees, such as the Jail Complex command Staff, and the Board Administrator.

19. That the Board shall provide the Sheriff with a copy of the School Board Policy pertaining to HIV infections or AIDS that pertains to students and Board employees.

20. That the Sheriff shall comply with the County Health Department regulations regarding the rights of a Board employee or administrator to be informed of any contagious or chronic
disease that a student placed in the Complex may have acquired, subject to state or federal laws in conflict therewith.

21. That the Board and the Sheriff or his designees, such as the Jail Complex Command Staff or the Complex, will work together cooperatively to develop a set of Policies and Procedures during fiscal year 2014-2015.

22. That it is the intent of both parties that this Agreement shall remain in effect until June 30, 2015, unless earlier terminated by either party as follows:

   a. Upon breach of the provisions of this Agreement which is not corrected by the party in breach within fifteen (15) days after receipt of written notice of such breach from the complaining party.

   b. Upon either party providing not less than sixty (60) days advance written notice to the other party of such party's decision to terminate this Agreement.

23. That the Board and its representatives signing this Agreement represent and warrant that they have the authority to legally bind the Board to the terms of this Agreement and acknowledge that the Sheriff is relying on this representation and warranty in agreeing to the terms of this Agreement.

The parties agree that except as specifically stated herein, this Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings not specifically set forth in this Agreement or in the certificates or documents delivered in connection herewith. No party has in any way relied nor shall in any way rely upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement or in such certificates or documents.

The parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida without regard to that state’s conflict of laws principles. Venue in any litigation arising out of this Agreement shall lie exclusively in Brevard County, Florida.

The parties agree that no change or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.

The parties agree that all communications required or permitted to be given hereunder shall be in writing and shall be given to the appropriate parties by personal delivery or sent by certified or registered mail, return receipt requested, postage prepaid, to the last known address of the party, or such other address as shall have been furnished in writing. Refusal of the mailing by any party shall be deemed to be receipt of the writing for purposes of this Agreement.

The parties agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above, effective July 1, 2014.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:

By: ____________________________
Karen Henderson, Chairman

Date Approved: ____________________

ATTEST (WITNESS):

By: ____________________________
Brian T. Binggeli, Ed.D., Superintendent

BREVARD COUNTY SHERIFF’S OFFICE:

By: ____________________________
Print Name: Wayne Ivey
Title: Sheriff
Date: 4/13/14

ATTEST (WITNESS):

By: ____________________________
Print Name: Bonnie S. Canada
Title: Assistant to Sheriff

Send required insurance certificates to the Purchasing Department.
New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: ____________________________
Email Address: ____________________________
Phone Number: ____________________________
Fax Number: ____________________________