

BOARD MEETING DATE: JUNE 18, 2024
ITEM NO: IX - d

RECOMMEND THAT the Board approves the contract with Belfor USA Group, Inc. for Disaster and Non-Disaster Restoration of Operational Services.

THIS RECOMMENDATION will allow the College to have a contract in place for disaster recovery.

This contract has been approved by the attorney.

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the District Board of Trustees of North Florida College (hereinafter referred to as "College"), and Belfor USA Group, Inc., a National Corporation, (hereinafter referred to as "Contractor"), authorized to do business in Florida, whose address is 10416 New Berlin Rd. Suite #8, Jacksonville, FL, 32225, this 18th day of June, 2024.

WHEREAS, the College desires to purchase Disaster and Non-Disaster Restoration of Operational Services; and

WHEREAS, the College desires to procure these services from Contractor, utilizing existing contract prices provided to Omnia Partners, pursuant to its solicitation number 10-16 by Region 4 Education Service Center (ESC), for Disaster and Non-Disaster Restoration of Operational Services; and

WHEREAS, in accordance with solicitation number 10-16 Region 4 ESC, Omnia Partners entered into a 2 year agreement with Contractor for services effective May 1, 2020 through April 30, 2022, with the option to renew for an additional 3 years (the "Contract"); and

WHEREAS, the College desires to purchase services from Contractor on the same terms, conditions, and pricing provided under the Contract, subject to the terms and conditions of this Agreement, the College's Purchasing policies, and Florida law; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of the Contract, to the College, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the College for Disaster and Non-Disaster Restoration of Operational Services for the College, in accordance with and pursuant to the same terms, conditions, and pricing of the Contract (subject to the terms of any renewals and/or amendments between the Contractor and Omnia Partners).

3 This Agreement shall terminate on April 30, 2025, unless Contract #R191601 is renewed by Omnia, in which case the College will have sole discretion to renew the Agreement.

4 The College, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The College shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination in accordance with the pricing in the Contract.

5 The Contractor shall indemnify and hold harmless the College and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the College or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors, except that Contractor will not be responsible for any liability, losses or damages, including attorney's fees and costs of defense, to the extent the same is attributable to the College's negligence and/or fault. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the College, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the College or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7 This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

8 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ALLISON FINLEY, AT (850) 973-1613 OR FINLEYA@NFC.EDU.

- a. Contractor shall comply with public records laws, specifically to:
- i. Keep and maintain public records required by the College to perform the service.
 - ii. Upon request from the College's custodian of public records, provide the College 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 Florida Statute or as otherwise provided by law. Notwithstanding anything to the contrary, Contractor will be under no obligation to provide its confidential information and/or records, and/or any records unrelated to the work performed for the College.

- iii. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the College.
- iv. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by the College to perform the service. If the Contractor transfers all public records to the College upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- v. If the Contractor does not comply with this section, the College shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

10 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of Omnia Contract #R191601, Region 4 ESC solicitation number 10-16.
- c. Contractor's response to solicitation number 10-16 Region 4 ESC and any subsequent information submitted by Contractor during the evaluation and negotiation process.

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IN WITNESS WHEREOF, the College and the Contractor executed this Agreement as of the day and year first above written.

NORTH FLORIDA COLLEGE

Belfor USA Group, Inc.

The District Board of Trustees of North
Florida College

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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