

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

December 9, 2025

Bid No. 26-961-22 PB

Bid Title: Building Code Administrator

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole/Single Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract | <input type="checkbox"/> Extension of Contract | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback: School District | <input type="checkbox"/> Responsive/Responsible Bidders | |

Bid Contract Period:

12/09/2025 through 03/06/2026

☐ N/A – One Time Purchase

Contract Type:

☐ Estimated
Dollar Amount

☐ Firm, Fixed
Dollar Amount

☐ Firm, Fixed
Unit Prices

☒ Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
2

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
1

☐ None

Rationale/Reason: Piggyback Charlotte County Public Schools, RFQ 22/23-23 MP: Building Code Administrator, awarded to M.T. Causley, LLC for Plan Review, Examiner and Inspection Services for new construction, remodels and renovations. HCSB Bid No. 26-961-22 PB has been assigned for internal tracking purposes.

Bidders Electronically

Downloaded From

Bidnet Direct Website: n/a

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☒ N/A – Bids Not
Required: Piggyback

Submitted By:

Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By:

Brian Ragan
Director of Facilities

Department(s): Facilities & Construction

Recommended award: (See attached)

T/C CODE: 2622

Awarded Vendor:

M.T. Causley, LLC
(SAFEbuilt, LLC)
10720 Caribbean Blvd.
Suite 650
Cutler Bay, FL 33189

Todd Phelps
Account Manager
(727) 602-4122
tphelps@safebuilt.com

Otto Letzelter
Project Manager
(654) 921-7781
oletzelter@safebuilt.com

Fee Schedule:

<u>Position</u>	<u>Hourly Rate:</u>
CBO/Fire Official	\$140.00
Plan Review/Examiner	\$130.00
Inspector	\$130.00
Records Administrator or Permit Technician	\$65.00
Clerical/Administrative	\$45.00

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE SCHOOL DISTRICT OF HERNANDO COUNTY
AND
M.T. CAUSLEY, LLC**

This Professional Services Agreement ("Agreement") is entered into by and between the Hernando County School Board, Florida, ("HCSB or School Board") a political subdivision of the State of Florida, located at 919 North Broad Street, Brooksville, FL 34601, and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant") located at 10720 Caribbean Blvd, Suite 650, Cutler Bay, FL 33189. The School District and the Consultant shall be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Charlotte County Public Schools issued a Request for Qualification ("RFQ") 22/23-23MP Building Code Administrator;

WHEREAS, Consultant submitted a proposal in response to the RFQ which resulted in an agreement between Charlotte County Public Schools and Consultant for said Building Code Administrator services, incorporating the proposal submitted in response to the RFQ;

WHEREAS, HCSB has determined that it is in its best interest to make a piggy-back purchase, utilizing said agreement between Charlotte County Public Schools and Consultant, effective May 9, 2023, through March 6, 2026, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT;" and,

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with The School Board of Charlotte County, Florida in accordance with the COOPERATIVE CONTRACT entered into May 9, 2023, pursuant to Request for Qualifications 22/23-23MP, Building Code Administrator; and;

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties hereto agree as follows:

1. Term. Except as otherwise stated herein; the terms and conditions of The School Board of Charlotte County Agreement shall form the bases of this Agreement with the School District. A true and correct copy of The School Board of Charlotte County Agreement is attached as Exhibit "A".

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall through March 6, 2026, unless terminated earlier by either party as provided in this Agreement. Agreement may be renewed for two (2) additional one (1) year term(s) should The School Board of Charlotte County renew the Cooperative Contract.

2. Payment. Consultant will invoice the School District on a monthly basis and provide all necessary supporting documentation to support the same. The School District may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested, the School District will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due in accordance with Chapter 218, Florida Statutes. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The School District may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the School District will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 45 days of Consultants invoice date, if additional information is requested, School District will submit payment within forty-five (45) days of resolution of the dispute. Notwithstanding any provision to the contrary in the Agreement, all payments due from the School Board shall be governed by the provisions of Chapter 218, Florida Statutes.

Bills for fees or compensation under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with section 112.061, F.S., where applicable.

3. Changes to Scope of Services. Any changes to Services between the School District and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

4. Scope of Service. Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the HCSB. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to School District in accordance with State of Florida, Chapter 468, Florida Statutes, and as set forth in Exhibit "A."

5. Fee Schedule. Consultant fees for Services provided pursuant to this Agreement will be as follows:

<u>Position</u>	<u>Hourly Rate</u>
CBO/Fire Official	\$140.00
Plan Review/Examiner	\$130.00
Inspector	\$130.00
Records Administrator or Permit Technician	\$65.00
Clerical/Administrative	\$45.00

6. School District Obligations. School District shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). School District has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

7. Contract Provisions. The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein. Any conflict between the terms of this Exhibit "A" and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Exhibit "A."

8. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to HCSB and Consultant. All notices required and/or made pursuant to this Agreement to be given to HCSB and Consultant shall be in writing and given by way of the mailing address, shall constitute sufficient notice to HCSB and Consultant. All notices required and/or made pursuant to this Agreement to be given to HCSB and Consultant shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

HCSB: Hernando County School Board, Florida
 Attention: Purchasing Department
 Julie Cirrincione, Purchasing Manager
 8016 Mobley Road
 Brooksville, Florida 34601
 Email: cirrincione_j@hcsb.k12.fl.us
 Phone: 352.797.7060

With Copies To:
Hernando County School Board, Florida
Attention: Superintendent
919 N. Broad Street
Brooksville, FL 34601
Email: pinder_r@hcsb.k12.fl.us

Consultant: Matt K. Causley, President
 M.T. Causley, LLC
 10720 Caribbean Blvd, Suite 650
 Cutler Bay, FL 33189
 Email: mtc@mtcinspectors.com

With Copies To:

Todd Phelps, Account Manager
Email: tphelps@safebuilt.com

9. Indemnity. The Consultant shall indemnify, defend and hold harmless the School Board and its officers, agents and employees, from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description to the extent arising out of or incidental to the negligent performance of this Agreement or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the Consultant, any Subcontractor, or anyone directly or indirectly employed by any of them. The Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Agreement or the Consultant's limit of, or lack of, sufficient insurance protection.

To the extent that the agreement requires the School Board to indemnify Consultant, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Consultant or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Termination.

a. Without Cause. This Agreement may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Agreement should be terminated as provided in this paragraph of the Agreement, the HCSB will be relieved of all obligations under said contract and the HCSB will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits.

b. Termination for Breach. Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. Immediate Termination by HCSB. School Board may terminate this Contract immediately upon written notice to Consultant (such termination to be effective upon Consultant's/Individual's receipt of such notice) upon occurrence of any of the following events;

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Consultant, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Consultant or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Consultant or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Consultant to maintain the insurance required by the terms of this Contract.

d. The Parties agree that in the event Consultant files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Jessica Lunford Act. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

12. Ownership of Documents. Except as expressly provided in this Agreement, School District shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of School District. As between School District and Consultant, all work product and deliverables shall become the exclusive property of School District when Consultant has been compensated for the same as set forth herein, and School District shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 9, with respect to (i) the use by School District of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of School District's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, School District Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to School District will be exported into a CSV file and become property of School District. Notwithstanding the preceding, Consultant

shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, School District and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, and may make excerpts and transcriptions of the same at no cost and expense of School District.

13. Fund Availability. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Consultant at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

14. Assignment. Neither Consultant nor the HCSB may assign or transfer any interest in this Contract without the prior written consent of both parties. Written consent shall not be unreasonably withheld or delayed. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. Waiver. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

16. Conflict of Interest. Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any School District official or employee that would place the official or employee in a position of violating the public trust as provided under School Board's charter, policies, code of ordinances, state or federal statute, case law or ethical principles.

17. Applicable Law, Venue, Jury Trial. The Agreement and this Exhibit "A" are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter ("Court") have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without

limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. The prevailing party shall be entitled to reasonable attorney's fees.

18. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

19. Independent Contractor. Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of School District. School District shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for School District under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and School District agree that Consultant will provide similar service to other clients while under contract with School District and School District acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for School District. School District may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to School District, including attendance at meetings, and Consultant's employees are not subject to the direction and control of School District. Except where required by School District to use School District information technology equipment or when requested to perform the services from office space provided by the School District, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a School District email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant

20. Force Majeure. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

21. Consultant confirms that neither it nor its principals are suspended, debarred, ~~proposed for debarment, declared ineligible, or voluntarily excluded from participation in this~~

contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Consultant.

22. Scrutinized Companies. Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the School District may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

23. E-Verify. Pursuant to section 448.095, Florida Statutes, Consultant shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Consultant shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Consultant affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

Consultant is liable for any additional costs incurred by the School Board as a result of the termination of a contract, including but not limited to attorney's fees, costs of rebidding and costs of completing the work or services or obtaining alternative goods.

24. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Consultant provides School Board any information which it believes is confidential or exempt, Consultant shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Consultant has any obligation to act in agency for the School Board, it shall maintain its records

subject to section 119.0701, Fla. Stat. If and to the extent that Consultant has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Consultant agrees to use reasonable measures to maintain the confidentiality of such information.

25. To the extent Consultant maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Consultant will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Consultant must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board 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 chapter 119, Florida Statutes, or as otherwise provided by law; and

c. 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 contract term and following completion of the contract if the Consultant does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Consultant or keep and maintain public records required by the School Board to perform the service. If the Consultant transfers all public records to the School Board upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Consultant to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form

of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

26. If the Consultant receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Consultant's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Consultant agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Exhibit "A". If student information/records are requested by way of subpoena or court order, Consultant shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

27. Consultant agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

28. If the Consultant receives access to an individual's personal identifying information as a result of this agreement, Consultant agrees to provide the School Board with an affidavit signed by an officer or representative of the Consultant under penalty of perjury attesting that the Consultant does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

29. Consultant acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

30. Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

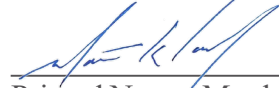
31. Entire Agreement. This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

[SPACE INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]

Signature Page

M.T. Causley, LLC:



Printed Name: Matthew K. Causley

Title: President

Date: November 13, 2025

Hernando County School Board:

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Printed Name: _____

Title: _____

Date: _____

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

9:28 am, 11/12/2025

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: M.T. Causley, LLC
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: Matthew K. Causley, President
Address: 10720 Caibbean Blvd, Suite 650
City: Cutler Bay State: FL ZIP: 33186
Phone Number: 305.262.0629
Email Address: mtc@mtcinspectors.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Matthew K.

By: Causley

Digitally signed by Matthew K.
Causley
Date: 2025.11.12 15:32:42 -05'00'

AUTHORIZED SIGNATURE

Print Name and Title: Matthew K. Causley, President

Date: November 12, 2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Matthew K. Causley

Company Name: M.T. Causley, LLC

Title: President

Signature: Matthew K.
Causley

Digitally signed by Matthew K.
Causley
Date: 2025.11.12 15:31:32 -05'00'

Date: November12, 2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:49 am, 04/25/2025