

CONTRACT FOR SERVICES

AGREEMENT made this 21st day of July 2016 by and between the School Board of Clay County, Florida (“School Board”) and Lori Butler, (“Butler”) Director of the Art Enrichment Program of Clay County, Inc. (“Art Enrichment”)

WHEREAS Butler can provide coordination and administration of the Art Enrichment Program and WHEREAS the School Board desires to enter into a contract with Butler for receipt of the services described herein upon the following terms and conditions,

NOW, THEREFORE, in consideration of the promises, covenants, and conditions hereafter set forth, it is understood and agreed as follows:

1. The School Board will pay Butler \$15.00 per hour, including travel expenses from school to school, for a maximum of 30 hours per week for coordinating and administering the Art Enrichment Program for the period of time August 16, 2016 through June 7, 2017. Any payment exceeding a total of \$13,500.00 must receive prior approval by the Superintendent of Schools or his/her designee.
2. Butler will provide the following services to the School Board:
 - a. Select, purchase, and distribute art materials from the Art Enrichment classroom at Lakeside Elementary School.
 - b. Maintain circulation and inventory of art print reproductions, sculptures, books, music and other objects in the Art Enrichment classroom. Notify volunteers/staff when reserved art is ready for check out. Repair damaged art materials to replicate the original art reproduction colors and shape. Remind volunteers/staff to return art materials to the Art Enrichment classroom when classroom art presentation is completed. Add new art materials to inventory, place check out cards on each item, note if donated and stamp with Art Enrichment Program of Clay County.
 - c. Prepare Word documents of Art Enrichment art materials that enhance core curriculum subjects. Update documents when new art materials are acquired.
 - d. Recruit and train Art Enrichment volunteers to share art in Clay County classrooms. Set up email contact for each volunteer and maintain email correspondence with volunteers and staff. Assist each volunteer selecting art materials for their classroom art presentations. Select and reserve art for volunteers and staff who request a specific art topic.
 - e. Contact each elementary school PFA/principal to obtain donations to purchase art materials. Apply for grants and ask for art donations from the

community. Send a handwritten thank you note to each donor, provide tax exempt number and receipt to donors.

- f. Complete and submit State of Florida Incorporation/Non-profit reports each year and Mail to the Department of Agriculture and Consumer Services via certified mail. Maintain IRS non-profit status for the Art Enrichment Program by submitting e-postcard and providing income statements as required by law.
 - g. Conducts public relations activities to promote the Art Enrichment Program which may include speaking at meetings in the community. Notify Clay Today and Keystone Monitor of art events in the community.
 - h. Serve as an art resource for prekindergarten, Art Invasion Program at Orange Park Elementary, Boy/Girl Scouts, Orange Park Art Guild, Very Special Arts Program, AICE (Cambridge) Program, teachers and student teachers, Reinhold Corporation Quality of Clay Study, 4-H/IFAS/FFA, and Thrasher-Horne Center for the Arts-Young Master's Program.
3. State and federal statutes prohibit discrimination on the basis of race, age, sex, national origin, martial status, religion, or handicaps and both parties to the AGREEMENT agree to fully comply with the terms of these acts.
4. Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that **which is set forth in 768.28 Fla. Stat., or to otherwise waive School's or School Board's sovereign** immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida,

for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

- 5. Butler shall, at her own expense, undergo and pass a Level 2 background screening as required by sec. 1012.465 and 1012.467 Florida Statutes prior to entering upon any Clay County public school campus while students are present.
- 6. This AGREEMENT can be canceled by either party with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above mentioned.

Date

Chairman, School Board of Clay County, Florida

Date

Superintendent, School Board of Clay County, Florida

Date

Director of the Art Enrichment Program

Addendum A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

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The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Name

Date

Company