

APPROVED

180057

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
September 7, 2017
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: June 20, 2017

Contact Name (Person Overseeing the Contract): Debbie Green Telephone Number: 904-284-6506

School/Department Submitting Contract: Curriculum and Instruction

Vendor Name: Lorraine Butler

Contract Title: Art Enrichment Program

Contract Type: New Renewal Amendment Extension
Date Original Contract Approved: Prior Year's Pricing: \$13,500

Contract Term: 9/18/17 - 6/6/18 Renewal Option(s): annually

Contract Cost: \$15,000 Payment Schedule (Are the payments made monthly, when task is finished, etc):
invoiced monthly - (last year 0100.6300.0310.9111.0000)

Funding Source: Community First Credit Union donation (Michael Kerekes Confirmed) →

Strategic Plan Tie-in Explanation: This contract provides distribution of art materials via check out by volunteers/staff who then visit classrooms and expose students to art enrichment experiences. Check will be sent 1st week September

Background/Discussion/Research/Alternatives: Over the years thousands of students have been exposed to art enrichment presentations. To date this school year, over 1600 items have been circulated.

RECEIVED
JUN 20 2017

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

- Completed Contract Review Form
 - Original Contract and all Terms & Conditions that apply with the Contract
 - SIGNED SBCC Addendum A* (item #4 in contract)
- *This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)
- Certificate of Insurance (COI) that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better. COI waived in previous years (see email) - Need Addendum A
General Liability = \$1,000,000 Each Occurrence & \$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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.)

Approvals

Comments

Approvals	Approved	Denied	Comments
Superintendent:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
District's Attorney:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Information & Technology:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:	8/15/17		
Finance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:	8/14/17		
Insurance Certificate:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	COI Waived in the past (see emails)
Review Date:	8/11/17		Please have vendor(s) sign release
Purchasing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Long Standing Contract
Review Date:	8/2/17		

Addendum A Terms are in Contract section 4-5

ck to be received + budget before any payment is made - Need Addendum A

Vendor sending to [] for each person coming on campus representing Vendor - OK w/ Release when Received

CONTRACT FOR SERVICES

AGREEMENT made this 7th day of September 2017 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 coordinates and administrates 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 \$16.00 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 September 18, 2017 through June 6, 2018. Any payment exceeding a total of \$15,000 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. Obtain volunteer input after presentation of interactive art experience to improve future art presentations and learn if any other art materials need to be purchased. Check in returned art materials and contact if not returned.

- 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 email it to the Department of Agriculture and Consumer Services. Maintain Internal Revenue Service non-profit status for the Art Enrichment Program by submitting e-postcard online and providing income, inventory, Art Enrichment Board information 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, 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. Art Enrichment Volunteers provide art material transportation and art experiences for the above listed organizations as needed.
3. State and federal statutes prohibit discrimination on the basis of race, age, sex, national origin, marital 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.

The venue for litigation of dispute shall only be in the State of Florida and venue shall be in state courts located in 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.
7. PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://drive.google.com/a/myoneclay.net/file/d/0B5jVRolGoaBbnVRV2hYZ25PRnc/view?usp=sharing>

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



Addison G. Davis
Superintendent of Schools

SCHOOL BOARD OF CLAY COUNTY

900 Walnut Street
Green Cove Springs, Florida 32043
Telephones:
904/284-6500 (GCS) 904/272-8100 (OP)
1-888-663-2529 (KH)
FAX 904/284-6525 TDD 904/284-6584

BOARD MEMBERS:

Janice Kerekes
District 1
Carol Studdard
District 2
Betsy Condon
District 3
Mary Bolla
District 4
Ashley Gilhousen
District 5

RELEASE AND HOLD HARMLESS AGREEMENT

READ THIS FORM CAREFULLY - IT CONTAINS A FULL AND COMPLETE RELEASE OF LIABILITY

Name of Adult Participant (please print): Lorraine Butler
Date of Birth: 6/29/62

By signing below I hereby confirm that I am electing to participate in the Art Enrichment being offered at Lakeside Elementary School.

I certify that I have no health problems or physical infirmities which impair my ability to participate in the named event or any associated physical activity (strenuous or other). I know and acknowledge that there are risks involved in all activities including those associated with this one, which risks include the possibility of serious physical injury and death, and I choose to accept all responsibility for my safety and welfare while participating in this activity.

With full understanding of the risks involved in the Art Enrichment activities, I hereby release and hold harmless Clay County School, the School Board of Clay County, Florida, employees or agents of the School Board, the adults and sponsors of the activities, the volunteers, and any and all other personnel associated with the activity from any and all responsibility and liability for any injury resulting from participation in the above-described activities.

If I am injured and unable to seek medical treatment, I further authorize emergency medical treatment for me should the need arise for such treatment while I am participating in this activity and agree to be responsible for all costs arising from said emergency medical treatment.

READ THIS FORM CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE ACKNOWLEDGING THAT THERE IS A CHANCE YOU COULD BE INJURED OR KILLED IN THIS ACTIVITY. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER DAMAGES FROM THE SCHOOL, THE SCHOOL BOARD, ANY SPONSORS, OR OTHERS WHO SUPERVISE YOU IN THIS ACTIVITY AND ANY PERSONNEL ASSOCIATED WITH THIS ACTIVITY IN THE EVENT YOU SUFFER SERIOUS PERSONAL INJURY OR DEATH. YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM. YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE ACTIVITY IF YOU REFUSE TO SIGN THIS FORM.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT CAREFULLY, UNDERSTAND ITS TERMS AND KNOW THAT IT CONTAINS A RELEASE OF LIABILITY.

L. E. Butler Date: 8/24/17
Signature