

☒ APPROVED

Per Comments
Below

180262

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: ?

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 10/26/17

Contact Name (Person Overseeing the Contract): Michael Wingate

Telephone Number: 336-6918

School/Department Submitting Contract: C+I

Vendor Name: BRIGHT MINDS YOUTH Development, Inc.

Contract Title: MOU (BRIGHT MINDS YOUTH Development, Inc. / THE SCHOOL BOARD of Clay County, FLORIDA)

Contract Type: New ☐ Renewal ☐ Amendment ☐ Extension ☐

Date Original Contract Approved:

Prior Year's Pricing: -0-

Contract Term: 3-year (Sept. 1, 2017 - Sept. 1, 2020)

Renewal Option(s):

Contract Cost: -0- Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source:

Strategic Plan Tie-in Explanation: THIS PROGRAM USES 5 SCHOOLS TO HOST A SUMMER YOUTH PROGRAM THAT PROVIDES DAILY ENVIRONMENT, FIELD TRIPS AND OTHER SERVICES TO STUDENTS BETWEEN THE AGE OF 5 TO 16. FUTURE ADDITIONAL SCHOOLS COULD BE ADDED, IF APPROVED BY THE SCHOOL BOARD

Background/Discussion/Research/Alternatives: BMYD AGREES TO PAY SBCC \$500 PER SITE. THE PROGRAM WILL RUN FROM FIRST MONDAY AFTER SCHOOL ENDS UNTIL THE LAST FRIDAY IN JULY. SBCC WILL COLLABORATE WITH BMYD TO SELECT CURRICULUM FOR USE WITH THE STUDENTS FOR 90 MINUTES PER DAY.

TWO COPIES ARE INCLUDED WITH PACKET AND REQUESTED TO BE SIGNED BY BOARD UPON APPROVAL.

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 *

*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporated 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) for General Liability & Workers' Compensation 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.

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

Superintendent:	Approved	Denied	
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See attached - Route sheet
District Attorney:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved pending submission of signed releases from BMYD personnel. Note my signature is provided.
Review Date: 11/16/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Also, these contracts should be added to the language circled above.
Information & Technology:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	added Wording Sticker
Review Date: 12/4/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Finance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 11/17/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Insurance Certificate:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Work Comp or Exemption attached
Review Date: 11/15/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will need signed releases for all workers each year
Purchasing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please make sure Food Service is on Board with Summer Feeding
Review Date: 11/14/2017	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Addendum
&
COI
Received

Ground & Facilities Agreements are Done per School
*Note 3 year Agreement: 2017-2020
Service provided during the Summer

CR NUMBER	VENDOR	SUBMITTED BY
180262	Bright Minds Youth Development, Inc.	M. Wingate C & I
<p><i>* Mr. Davis wants the school district to provide the curriculum part of this camp.</i></p>		<p>WED. 11/29/17</p> <p><i>Blue</i></p>
<p><i>I want to cover the Curriculum part of this.</i></p> <p><i>R</i></p>		<p><i>B</i></p> <p><i>A</i></p>
<p>Informational Services</p> <p>Superintendent</p> <p>Purchasing</p>		<p>Thank You!!</p>

MEMORANDUM OF UNDERSTANDING

(BRIGHT MINDS YOUTH DEVELOPMENT, INC./THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA)

This Memorandum of Understanding (hereafter "MOU") is by and between Bright Minds Youth Development of Jacksonville, a Florida 501(c) (3) non-profit Corporation (hereafter "BMYD") and The School Board of Clay County, Florida (hereafter "SBCC") for the purposes set forth below.

WITNESSETH:

WHEREAS, the BMYD desire to accommodate certain youth activities such as: daily enrichment involving academic curriculum, field trips, arts and crafts, and other services appropriate for children on the grounds and within the facilities owned by the SBCC (hereafter collectively "facilities"); and

WHEREAS, SBCC is allowing the use of facilities for such purposes at a reduced cost: and

WHEREAS, BMYD, a Florida not for profit 501 (c) (3) organization, is proposing to conduct and operate a youth development summer camp to primarily benefit Clay County youth from the first Monday after school ends for summer break through the last Friday in July. The period will start from September 1, 2017 through September 1, 2020. Locations for the summer camps to be held are: Charles E. Bennett Elementary School, 1 South Oakridge Avenue, Green Cove Springs, Florida 32043; Oakleaf Junior High School, 4095 Plantation Oaks Blvd., Orange Park, FL 32065; Keystone Heights Elementary School, 335 SW Pecan Street, Keystone Heights, FL 32656; Ridgeview Elementary School, 421 Jefferson Avenue, Orange Park, FL 32065; S. Bryan Jennings Elementary School, 215 Corona Drive, Orange Park, FL 32073; and any additional schools that may request this service that transpires after the execution of this contract upon being approved by the School Board.

WHEREAS, a schedule of all BMYD information and proposed activities, including but not necessarily limited to, mission statement, date times, youth age limitations, programs, guidance policy, food availability, fees and insurance information is attached hereto as outlined in Exhibit "A," and

WHEREAS, BMYD will be required to follow all rules, regulations and policies of SBCC, including the execution of the appropriate Use of Grounds and Facilities Agreements; and

WHEREAS, each party hereto finds a public purpose is being served to the youth of Clay County by allowing BMYD program to proceed as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the recitals above and mutual consideration set forth below, the parties agree as follows:

Section 1. The SBCC will allow BMYD to operate its youth development summer camp in and upon the school campuses of Charles E. Bennett Elementary School, Ridgeview Elementary School, Keystone Heights Elementary School, Oakleaf Junior High School, S. Bryan Jennings Elementary Schools and any other school at which the School Board contracts to allow BMYD to operate said program in accordance with the terms set forth in Exhibit "A" provided BMYD executes and fully complies with all agreements for use of the SBCC grounds and facilities.

Section 2. The SBCC must authorize the contract with BMYD for use of the school campus for the purpose of allowing the operation of the youth development program described herein.

Section 3. BMYD agree to pay the SBCC the sum of Five Hundred Dollars (\$500.00) per school site for each school utilized, which amount shall be full payment for the entire summer period, which period shall begin on the first Monday after school ends for Clay County instructors and shall continue through the last Friday in July. Payment shall be due and payable on the first day that the program begins.

Section 4. This Memorandum of Understanding shall take effect on the date executed by the Superintendent or the Chairman of the SBCC and shall continue in effect for a period of three (3) years from the said date after which this Memorandum of Understanding may be continued by written agreement executed by the Superintendent or Chairperson of the SBCC. The SBCC reserves the right to terminate this memorandum of Understanding upon thirty (30) days' written notice to BMYD unless an earlier termination is justified by reason of BMYD's violation of any use agreement mentioned herein.

Section 5. The SBCC will assist with selecting curriculum to be presented by BMYD during the camp for a period of 90 minutes a day.

Section 6. The BMYD leadership, along with the school leadership and custodial staff member(s) will review each room designated prior to usage in order to establish the condition. At the end of the program, these individuals will inspect the same rooms, along with any additional rooms allocated, in order to establish any repairs or costs that need to be reimbursed to SBCC.

Executed by each party on the dates shown below.

BRIGHT MINDS YOUTH DEVELOPMENT, INC



Date: 10-20-2017

David Bright, Chairman/Founder

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Date: _____

School Board Chairperson or Superintendent

APPROVED AS TO FORM:



Date: 11/16/17

SBCC Attorney

The terms and conditions included in Addendum A shall be incorporated 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.

Memorandum of Understanding – SBCC

EXHIBIT "A"

(SBCC)

Name of Organization: Bight Minds Youth Development, Inc.

Address: P.O> Box 441963, Jacksonville, FL 32222

Contact Person: David Bright, Founder & Chairperson Phone: 904-312-2151

E-Mail: david@brightmindsyouth.org

Mission Statement: To provide youth and young adults opportunities to explore and develop their talents, while gaining critical skills for leadership, education, health, work and beyond.

Division of Corporation: Active Status

Yes ☒ No ☐

501(c) (3) Exemption attached: Yes ☒ No ☐

Type of activity program: Summer Camp: Youth Leadership Training, Life Skills, Recreation and Sports, Preparation for Higher Education

Facilities: TBD

Special Needs: Meals are provided through summer feeding program – Clay County Director of Food Services.

Projected attendance by age: Ages served: 5-16; Attendance to be determined.

Days: Monday-Friday

Fees, registration: \$50-\$80 weekly fee: \$40 one-time registration fee.

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.

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

Employees of Vendor shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

All Public Records Request 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/0B5jVR-olGoaBbnVRV2hYZ25PRnc/view?usp=sharing>

Charter Bus Companies shall only provide drivers who have completed the above process. Charter Bus Companies shall provide drivers names to school at least two (2) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

David Bright

Authorized Signature

Vendor Name

10/26/2017

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Francis L. Dean & Associates of Florida, LLC P.O. Box 772181 Ocala, FL 34474 fdean.com/RedirectFL.htm	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: BRIGHT MINDS YOUTH DEVELOPMENT, INC 7854 DAWSON'S CREEK DRIVE JACKSONVILLE, FL 32222	E-MAIL ADDRESS: applicationsFL@fdean.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: U.S. Fire Insurance Company	NAIC # 21113
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: USP249761

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		SRPGP-101-0717	9/17/2017 12:01 AM	9/17/2018 12:01 AM	GENERAL AGGREGATE \$ 2,000,000 ✓
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	EACH OCCURRENCE \$ 1,000,000 ✓						
	FIRE DAMAGE (Any one fire) \$ 300,000						
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Accident/Medical Coverage			US530658	9/17/2017 12:01 AM	9/17/2018 12:01 AM	AD&D \$ 2,500 MAXIMUM MEDICAL \$ 10,000 DEDUCTIBLE \$ 100 TERMS OF PAYMENT EXCESS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Camp Activities. Certificate Holder is named as additional insured with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

SCHOOL BOARD OF CLAY COUNTY
900 WALNUT STREET
GREEN COVE SPRINGS, FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean