

APPROVED

190005a

BOARD MEETING DATE:
3-7-2019
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

CONTRACT REVIEW FORM ("CRF")

Date Submitted: 2/13/19

Contract Initiator (Name of Person Overseeing the Contract): Michael Wingate Telephone Number: 336-6918

School/Department Submitting Contract: C+I

Vendor/Contractor Name: Bradford County

Contract Title: 2019-2020 Agreement Between School District of Bradford County and SBCC - For Students who Reside Out of County

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: 1-year Renewal Option(s):

Contract Cost: \$10 Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source: Purchase Requisition No.:

Strategic Plan Tie-in Explanation:

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:
This agreement allows students who reside in the Kingery Lake area to attend Clay schools, depending on capacity.

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?
 Completed Contract Review Form
 SBAO Template Contract or other Contract (with all basic and mandatory terms)
 SIGNED 2018 Addendum A (if not an SBAO Template Contract)*
*This Statement MUST BE Included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
 Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$3,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

SBAO
RECEIVED
2/15/19

RECEIVED FEB 12, 2019

Approvals		Comments	
Purchasing Department	Approved	Denied	NO COST (They didn't sign Addendum A?)
Review Date: 2/13/2019	BFS		
Risk Management Department	Approved	Denied	
Review Date: 2/14/19	OKD		
School Board Attorney	Approved	Denied	
Review Date: 2/15/19	SB		NO NEED FOR ADDENDUM A. (17B)
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			

2019-2020 AGREEMENT BETWEEN
SCHOOL DISTRICT OF BRADFORD COUNTY
AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
FOR STUDENTS WHO RESIDE OUT OF COUNTY

This agreement, entered into this 6th day of December, 2018 by and between the SCHOOL DISTRICT OF BRADFORD COUNTY, a body corporate, hereinafter called "Bradford Board," and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a body corporate, hereinafter called "Clay Board" is for the 2019-2020 school term.

WITNESSETH

That for, and in consideration of, the mutual covenants and conditions hereunto entered by and between the parties hereto, it is agreed as follows:

SECTION ONE

- A. Students residing in Clay County, including and limited to those students residing in the Kingsley Lake area, are approved to attend public schools in Bradford County.
- B. Students residing in the Kingsley Lake area of Clay County who are approved to attend public schools in Bradford County may be transported by their parents, legal guardians, or the Bradford Board.
- C. Clay County students attending any Bradford County public school pursuant to this Agreement shall be counted and reported as Bradford County students for the purpose of collection of state funding in accordance with the reporting rules of the Florida Education Finance Program.
- D. Clay County students transported by Bradford Board shall be counted by Bradford Board for the purpose of collecting transportation funding in accordance with reporting rules of the State of Florida.

SECTION TWO

- A. There shall be an open door policy between the Bradford Board and the Clay Board for those students residing in Bradford County who wish to attend McRae Elementary School. Attendance at Keystone Heights Elementary School by Bradford County students is dependent upon student station availability on a grade by grade basis as determined by the school administration and as approved by the Clay Board. Bradford County students who have been approved by the Clay Board to attend either McRae Elementary School or Keystone Heights Elementary School shall be allowed to do so by the Bradford Board. Keystone Heights Junior-Senior High School is an open school to those Bradford County students who are approved to attend either Keystone Heights Elementary School or McRae Elementary School. Due to capacity enrollment at Keystone Heights Junior-Senior High School, other Bradford County students who apply may be allowed to attend said school depending upon student station availability as determined by school administration and as approved by the Clay Board.
- B. Students residing in Bradford County who are approved to attend public schools in the Keystone Heights area of Clay County must be transported by their parents or legal guardians.

C. Bradford County students attending any Clay County public school pursuant to this Agreement shall be counted and reported as Clay County students for the purpose of collection of State funding in accordance with the reporting rules of the Florida Education Finance Program.

SECTION THREE

- A. All out-of-county students shall be subject to all of the same rules and regulations of the school which they are attending as are prescribed for all other students attending Clay County and Bradford County Schools. The name and address of each such Clay County resident attending Bradford County Schools shall be furnished to the Superintendent of the Clay County Schools. Likewise, the name and address of each such Bradford County resident attending Clay County Schools shall be furnished to the Superintendent of the Bradford County Schools.
- B. This Agreement may not be terminated early unless agreed to in writing by both parties.

IN WITNESS, WHEREOF, the parties hereto have caused these present to be executed by their duly authorized chairperson of their respective Boards and attested to by their Superintendent of Schools.

THE FOREGOING "AGREEMENT" WAS APPROVED BY, AND AGREED TO, BY THE FOLLOWING RESPECTIVE SCHOOL BOARDS ON THE INDICATED DATES.

BRADFORD COUNTY SCHOOL BOARD

BY: Cheryl Canova
Cheryl Canova
Erica Reddish, School Board Chairman

ATTEST:

Stacey Shuford Creighton
Stacey Shuford Creighton, Superintendent
School District of Bradford County

Date: 1/14/19

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

BY: _____
Carol Studdard, School Board Chairman

ATTEST:

Addison G. Davis, Superintendent
School District of Clay County

Date: _____

**“ADDENDUM A”
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 - \$1,000,000.00 per occurrence
 - \$2,000,000.00 aggregate
2. Auto Liability Policy:
 - \$1,000,000.00 combined single limit
 - \$5,000,000.00 charter or common carrier
3. Worker’s Compensation Policy:
 - \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker’s Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance (“COI”) shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: _____

Printed Name: _____

Title: _____

Date: _____