

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **250052**

Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: August 29, 2024

Name of Contract Initiator: Treasure Pickett

Telephone #: 904-336-6918

School/Dept Submitting Contract: K12 Academic Services

Cost Center # 9007

Vendor Name: Boys and Girls Clubs of Northeast Florida

Contract Title: Amendment to Memo of Understanding between CCSB and Boys & Girls Clubs of NE Florida

Contract Type: New Renewal Amendment Extension Previous Year Contract # 220123, 230028, maybe 240142

Contract Term: 2 Years (exp. 7/31/26) IDA 220123 expire 7/31/2026 Renewal Option(s): N/A

Contract Cost: Zero cost to district MOUs 230028 expire 5/14/2026

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # _____

Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- Completed Contract Review Form
- SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, 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 = \$1,000,000 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].
- State of Florida Workers Comp Exemption (<https://apps.fidfs.com/bocexempt/>) (If Applicable)
- Release and Hold Harmless (If Applicable)

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <div style="border: 1px solid black; padding: 5px; width: fit-content;"> REVIEWED By Bertha Staefe at 10:30 am, Aug 29, 2024 </div>	No Cost Please send Purchasing the Amendment adding Keystone so we can put on the Contract Review Log as an FYI. ✓ No one could find a document adding Keystone Elementary so Amendment was revised to only show the 7 original schools. -BFS 9/9/2024
School Board Attorney JPS Review Date 8/29	See yellow comments The ICA expires 7/31/2026 but the MOU expire 5/14/2026 so when does this Amendment expire. The amendment ends with each of the agreements. the amendments just add terms. they do not change the effective dates. Keystone was added in X
Other Dept. as Necessary Review Date	May or June of this year .amendment is approved by legal. ✓
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; width: 45%;"> APPROVED By Bertha Staefe at 12:38 pm, Sep 09, 2024 </div> <div style="border: 1px solid black; padding: 5px; width: 45%;"> APPROVED By Bertha Staefe at 11:13 am, Aug 29, 2024 </div> </div>



CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Erin Skipper, District 1

Mary Bolla, District 2

Beth Clark, District 3

Michele Hanson, District 4

Ashley Gilhousen, District 5

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**

THIS AGREEMENT made as of the 9th day of August, 2024, between The BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA (“BGCNF”) and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (“Board”), collectively referred to as “the Parties,” which entered into an Independent Contractor Agreement on June 2, 2022, for the use of the Board’s facilities and the Parties later entered into 7 concurrent Memorandums of Understanding, signed and duly-authorized, for the use of certain facilities owned by the Board and incorporated the previously signed Independent Contractor agreement. The original Memorandums of Understanding were entered into by the parties on October 18, 2022, and was duly executed by Paul Martinez as the President and CEO of Boys & Girls Clubs of Northeast Florida and David Broskie, Superintendent of Schools, acting with the authority of the Board, shall become effective on the date last executed by either of the parties and shall serve to modify the Agreement as set forth herein.

WHEREAS the Parties entered into an Independent Contractor Agreement on June 2, 2022.

WHEREAS the Parties entered into 7 concurrent Memorandum of Understanding (“MOU”) on October 18, 2022, described as follows:

1. Memorandum of Understanding Clay High School
2. Memorandum of Understanding Grove Park Elementary
3. Memorandum of Understanding Keystone Heights Jr./Sr. High School
4. Memorandum of Understanding Montclair Elementary School
5. Memorandum of Understanding Orange Park High School
6. Memorandum of Understanding Orange Park Junior High School
7. Memorandum of Understanding Wilkinson Junior High School

; and

WHEREAS the Parties Amended the prior Agreements to include Data Privacy on May 14, 2024; and

WHEREAS, pursuant to the Memorandum of Understanding, BGCNF provides student supports including a range of academic support programs, and family and community engagement services, while participating in a collaborative leadership along with fellow core partners within the Boys & Girls Clubs of Northeast Florida network; and

WHEREAS the Parties have a common desire to amend the Independent Contractor Agreement and Memorandums of Understanding to better define the relationship of the parties.

NOW THEREFORE, the Parties have mutually agreed to modify the terms of the Agreements as follows:

1. The Independent Contractor Agreement shall be amended to add the following terms under Attachment A-1, Paragraph "Safety and Student Transportation": "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility."
2. The Memorandum of Understanding Clay High School shall be amended to add the following terms as Paragraph 15 of the Memorandum of Understanding: "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility."
3. The Memorandum of Understanding Grove Park Elementary shall be amended to add the following terms as Paragraph 15 of the Memorandum of Understanding: "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility."
4. The Memorandum of Understanding Keystone Heights Jr./Sr. High School shall be amended to add the following terms as Paragraph 15 of the Memorandum of Understanding: "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility."
5. The Memorandum of Understanding Montclair Elementary School shall be amended to add the following terms as Paragraph 15 of the Memorandum of Understanding: "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility."

6. The Memorandum of Understanding Orange Park High School shall be amended to add the following terms as Paragraph 15 of the Memorandum of Understanding: "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility."

7. The Memorandum of Understanding Orange Park Junior High School shall be amended to add the following terms as Paragraph 15 of the Memorandum of Understanding: "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to User's use of the Board's facility."

8. The Memorandum of Understanding Wilkinson Junior High School shall be amended to add the following terms as Paragraph 15 of the Memorandum of Understanding: "BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to User's use of the Board's facility."

IN WITNESS WHEREOF, the parties, by the execution of this Amendment by their authorized representatives below, bind themselves to all terms of this Amendment to the original Agreement, Memorandums of Understanding and to the remaining unmodified terms of the Amendment 1 Data Privacy Agreements.

AS TO BOYS & GIRLS CLUBS OF
NORTHEAST FLORIDA

AS TO THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By: _____

By: _____

Print Name: _____

Print Name: Ashley Gilhousen _____

Title:

Title: Board Chair

Date: _____

Date: _____