

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240052**
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: **9-5-23**

Name of Contract Initiator: **Treasure Pickett** Telephone #: **336-6918**

School/Dept Submitting Contract: **K12 Secondary Ed.** Cost Center # **9007**

Vendor Name: **PACE**

Contract Title: **Contract between SBCC and PACE Center for girls**

Contract Type: New Renewal Amendment Extension Previous Year Contract # **210126**

Contract Term: **Auto renewal** Renewal Option(s):

Contract Cost: **RECEIVED**

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT **SEP - 5 2023**

Funding Source: Budget Line # _____

Funding Source: Budget Line # _____ **PURCHASING**

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.fldfs.com/bocexempt/>) (If Applicable)
- Release and Hold Harmless (If Applicable)

RECEIVED 9/04/23 SBAO

Replace paragraph 13 w/ attached link

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date 9/5/2023 B78	Department Needs Completed Amendment 1 releasing SBCC Food Service obligation in Section 13 thus replace Clause w/ amended one (see Amendment 1)
School Board Attorney Review Date 9/16/23 JRS	9/13 Received Written Amendment from J. Steinmetz by email - B78
Other Dept. as Necessary Review Date	

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS: **APPROVED**  DATE: **9-22-23**

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AMENDMENT 1 TO AGREEMENT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND
PACE CENTER FOR GIRLS - CLAY

This Amendment to the original Agreement is entered into by and between The School Board of Clay County, Florida (“SCHOOL BOARD”), and PACE Center for Girls – Clay (“PACE”), collectively referred to hereinafter as “the Parties,” which original Agreement was entered into on July 13, 2021 by Mary S. Bolla, Chair of the School Board, shall become effective on the date last executed by either of the parties and shall serve to modify the original Agreement only as set forth herein and shall remain in effect until the original Agreement described herein terminates.

WHEREAS, the Parties PACE CENTER FOR GIRLS – CLAY and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA entered into a contractual agreement on July 13, 2021, for certain goods and/or services.

WHEREAS, the Parties wish to amend paragraph 13 of that certain contract and have had the opportunity to review this amendment in full.

NOW THEREFORE, the parties agree to amend the original Agreement as follows:

1. The original section 13 of the original Agreement is deleted in its entirety and replaced with:

"The Clay County Food and Nutrition Services Department may determine, based on current circumstances, the viability of the extension of its services to alternative schools that are not operating on a Clay County school campus. If it is determined that services are to be rendered, the Clay County Food and Nutrition Services will oversee the services provided to include adhering to and following all State, Federal and local

guidelines. Application for Federal reimbursement will be submitted and claimed under the Clay County District Schools application in the Florida Automated Nutrition System."

2. All other terms and conditions of the original Agreement set forth therein remain unchanged and shall continue in full force and effect. The only amendment/change to the original Agreement is that which is set forth and described in numbered paragraph 1, above.

IN WITNESS WHEREOF, the Parties, by and through execution of this Amendment to the original Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Amendment and the remaining un-amended terms of the original Agreement.

AS TO PACE CENTER FOR GIRLS - CLAY:

Signature: Thresa Giles
Thresa Giles (Sep 25, 2023 14:19 EDT)

Printed Name: Thresa Giles

Title: Chief Financial Officer

Date: Sep 25, 2023

AS TO SCHOOL BOARD:

Signature: Ashley Gilhousen

Printed Name: Ashley Gilhousen

Title: Board Chair

Date: 12/7/2023