

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

MAIL ALL INVOICES AND BILLING
CORRESPONDENCE TO THIS ADDRESS

814 Walnut Street
Green Cove Springs, FL 32043-2705
Telephone (904) 284-6500 & 272-8100
Fax # (904) 284-6529

Purchase Order No: 15001220
Page: 1

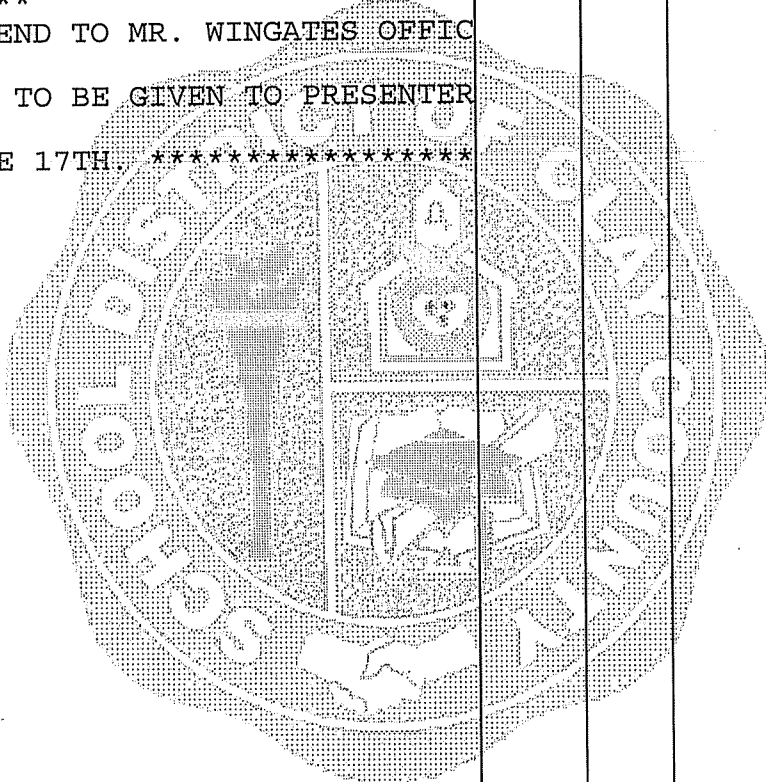
Florida State Sales and Use Tax
Exemption No: 85-8013573611C-8

Date: 07/30/2014

Vendor: V1500000075 TAYLOR HOOTON FOUNDATION 7713 THISTLEDOWN DRIVE MCKINNEY TX 75071	Deliver To: INSTRUCTIONAL-SECONDARY 23 S. GREEN STREET GREEN COVE SPRINGS FL 32043
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Contact: DAMIAN Q. MARTINE (972) 346-8177	Telephone No: (972) 346-8177	Contact: MICHAEL WINGATE (904) 529-4926	Telephone No: (904) 529-4926
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Sq	Rf	Item No.	Description of Item	Qty	UOM	Unit Price	Extension
01			TWO PRESENTATIONS ON SEPT. 17, 2014 FOR PARENTS/STUDENTS AS PER ATTACHED CONTRACT PULL TO PAY ON SEPTEMBER 11, 2014**** AND SEND TO MR. WINGATES OFFICE CHECK TO BE GIVEN TO PRESENTER ON THE 17TH. *****	1	LOT	1700.0000	1700.00



Rf Fund.Func.Objt.Cntr.Proj
0100.5100.0390.9007.0000 1,700.00

TOTAL: 1700.00

Nancy J. Raine
Director of Purchasing

Requisition No: 15003

Purchase Order No: 15001220

See Reverse Side for Special Terms and Conditions

PURCHASING CONDITIONS

1. The School Board of Clay County (SBCC) purchase order number shall appear on each invoice, delivery papers, bills of lading, packages and/or correspondence.
2. Original invoices shall serve as the SBCC basis for payment.
3. All deliveries are to be F.O.B. destination unless otherwise specified.
4. Do not back order without prior approval.
5. C.O.D. orders shall not be accepted— including freight charges.
6. Equipment, materials, supplies and/or services delivered on this order shall be subject to inspection and test upon receipt and if rejected, shall remain the property of the vendor.
7. The SBCC issues payments in accordance with the "Florida Prompt Payment Act", Florida Statutes, Chapter 218.
8. **BACKGROUND INVESTIGATION:** Any employee, principle, or agent of the contractor, vendor, entity or service provider which is a party to this agreement shall, prior to being permitted access to school grounds when students are present or being allowed direct contact with students or being granted access to or control of school funds, submit to and pass a Level II background screening requirements or otherwise meet the requirements of and be bound by the terms of Florida Statutes 1012.465, 1012.467 or 1012.468. The cost of screening shall be the responsibility of the vendor, contractor, service provider and not the SBCC.
9. All transactions contemplated by this purchase order shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regards to this purchase order shall be in the state courts located in Clay County, Florida.

NOTICE: REQUIREMENTS WHEN USING FEDERAL FUNDING:

This purchase order constitutes a contract. Upon acceptance of a purchase order, the vendor certifies that their firm meets and agrees to the following provisions which shall become a part of the contract:

PARTIES RECEIVING PAYMENT VIA PURCHASE ORDER ISSUED BY THE SBCC FOR GOODS AND/OR SERVICES SHALL BE SUBJECT TO ALL REMEDIES ALLOWED BY LAW FOR ANY DEFAULTS, BREACHES, VIOLATIONS OR OTHER FAILURES TO PERFORM AS AGREED WHETHER OR NOT AN EXPRESS WRITTEN AGREEMENT EXISTS FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES.

FISCAL NON-APPROPRIATIONS CLAUSE: 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 this contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the SBCC makes final payments and all other pending matters are closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts and sub-grants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat. 871).

SUSPENSION AND DEBARMENT: In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub-grantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub-grants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and sub-grantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

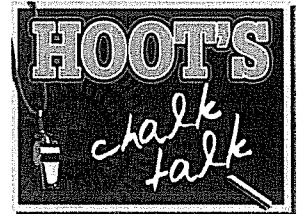
CANCELLATION/TERMINATION (34 CFR 80.36(i)) For all purchases involving Federal funds in excess of \$10,000, the SBCC reserves the right to terminate this contract for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the SBCC shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor.



The Taylor Hooton Foundation

"Hoot's Chalk Talk"

Program Agreement



The Taylor Hooton Foundation hereby agrees on Thursday, July 24, 2014 to perform two (2) Hoot's Chalk Talk (HCT) programs for School Board of Clay County under the following terms:

Program Details:

Date: September 17th, 2014

Time: 1 – 2:30 PM (coaches), 6:30 – 8 PM (parents/students)

Speaker: TBD

Contact: Mike Wingate, o: (904) 284-4995, c: (904) 529-2613, e: mwingate@oneclay.net

Location: TBD

Address: TBD

Equipment to be provided by: School Board of Clay County:

- (1) Screen
- (1) Projector
- (1) Microphone

Equipment to be provided by The Taylor Hooton Foundation:

- (1) Laptop

Program Fee's:

Presentation/Speaker: \$1,700.00 (all inclusive of all expenses; including travel)

Payment Terms:

A deposit of \$500.00 is required to book the Hoot's Chalk Talk scheduled for September 17, 2014; the entire balance may be paid up front. Please mail the signed assembly agreement along with the deposit payable to The Taylor Hooton Foundation, PO Box 2104, Frisco, Texas, 75034. Any remaining balance is due one week prior to the day of the scheduled program. Cancellations within two weeks of the program date will result in the loss of the deposit.

Damian Martinez 7/24/14
 Damian Martinez Date
 Educational Program Manager

Nancy J. Rennie 7/24/14
 Client Date

The Taylor Hooton Foundation is a non-profit corporation which is formally approved by the IRS for 501(c)3 tax-exempt status-Tax ID # 80-0099679

FOR OFFICE USE ONLY:	Amount	Date	Notes
Deposit			
Final Payment			
Balance			