

# **Hamilton County Schools and Partner Services Agreement**

THIS AGREEMENT, made effective on the date of 18th day of April, 2018, by and between The School Board of Hamilton County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida hereinafter referred to as "HAMILTON COUNTY SCHOOLS" with offices at 5683 US Highway 129 South, Suite 1, Jasper, Florida 32052, and the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the FAMU-FSU College of Engineering- Challenger Learning Center hereinafter referred to as the "Contractor", with offices at 200 S. Duval Street, Tallahassee, FL 32301 for the mutual consideration of the covenants herein contained agree as follows:

WHEREAS, HAMILTON COUNTY SCHOOLS operates enrichment programs, extended year and afterschool programs on Hamilton County School property and is in need of qualified, experienced K-12 Stem Educators to provide STEM enrichment services for HAMILTON COUNTY SCHOOLS; and

WHEREAS, Contractor employs qualified and/or duly licensed K-12 Stem Educators with experience in providing STEM enrichment services; and

WHEREAS, HAMILTON COUNTY SCHOOLS desires to engage Contractor to provide such services for HAMILTON COUNTY SCHOOLS and Contractor is willing to provide such services for HAMILTON COUNTY SCHOOLS.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

## **I. TERMS AND CONDITIONS**

- A. **TERM:** The term of this Agreement shall be from the effective date of this Agreement until July 31, 2018.
- B. **SCOPE OF WORK:** HAMILTON COUNTY SCHOOLS hereby engages Contractor to provide STEM enrichment services for HAMILTON COUNTY SCHOOLS as requested by HAMILTON COUNTY SCHOOLS, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement and Exhibit A, which is hereby incorporated and made a part of this Agreement. Contractor shall provide said services individually or through employees and/or independent contractors of Contractor ("Contractor Staff") who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.
- C. **COMPENSATION:** For the services rendered pursuant to this Agreement, Contractor shall be paid by HAMILTON COUNTY SCHOOLS, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by

reference into, and made a part of, this Agreement. The Contractor and Contractor staff shall be responsible for payment of Contractor and Contractor staff expenses relating to the performance of duties hereunder, including expenses for travel and similar items. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted appropriate documentation which shall be in the form of an invoice and shall contain the information requested by HAMILTON COUNTY SCHOOLS. HAMILTON COUNTY SCHOOLS shall pay each invoice within forty (40) days after receipt thereof by HAMILTON COUNTY SCHOOLS. HAMILTON COUNTY SCHOOLS shall not be required to pay for any services for which Contractor does not provide a proper invoice.

**D. CRIMINAL BACKGROUND CHECKS:**

**LEVEL II SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Board Policy 8.28, Florida Statute Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as terms and conditions of this contract:

**Finger Printing and Background Check:**

The Contractor agrees to comply with all requirements of the Hamilton County Schools Board Policy 8.28 and Policy 3.13 and Florida Statute Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act L. 1012.467 and 1012.468 and any applicable requirements under the new Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.C and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by certifying that Contractor and Contractor Staff have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the Hamilton County Schools with proof of compliance. These certifications will be provided to the Hamilton County Schools', Philip H. Pinello Director of Administrative Services or his designee in advance of the Contractor providing any/all services as required herein. The Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the Hamilton County Schools to maintain the fingerprints provided with respect to Contractor and Contractor Staff. Contractor accepts, to the extent permitted by Sec. 768.28 Florida Statutes, without waiving any defenses or immunities, liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Contractor will follow procedures for obtaining employees background screening as established by the Hamilton County Schools.

**RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES:** If contractor has a Level II clearance registered with another Florida school district, they may be able to obtain a Hamilton County vendor i.d. badge. Contractor should check with Philip H. Pinello Director of Administrative Services or his designee office to verify clearance and obtain a vendor I.D. badge.

- E. INDEMNIFICATION:** The Contractor, in accordance with Section 768.28, Florida Statutes, without waiving any defenses or immunities, including without limitation to sovereign immunity, shall assume liability for property damage or personal injury caused by the negligent acts and omissions

of its employees, officers and agents, while acting within the scope of their employment.

- F. INSURANCE:** The Contractor shall secure and maintain general liability insurance at all times during the term of this Agreement, in accordance with Chapter 284 and Sec. 768.28 Florida Statutes. Contractor shall provide the Board with a certificate evidencing such insurance coverage and agrees to notify the Board immediately of any material change in any insurance policy required to be maintained by Contractor hereunder. Contractor shall maintain the coverage set forth in the Risk Management Memorandum dated July 1, 2016-July 31, 2017, attached hereto and incorporated herein as Exhibit B (This is not attached. We need to create a new one anyway with Steve Henderson at NEFEC's help.)

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall at its own expense, in accordance with Section 768.28, Florida Statutes, without waiving any defenses or immunities, including without limitation to sovereign immunity, hold harmless and defend HAMILTON COUNTY SCHOOLS against any claim, suit or proceeding brought against HAMILTON COUNTY SCHOOLS which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against HAMILTON COUNTY SCHOOLS.

- G. RECORDS RETENTION:** The Contractor shall retain and maintain all records and documents relating to this Agreement and the services rendered by Contractor in Accordance with Exhibit C attached hereto and incorporated herein hereto.
- H. SUBCONTRACTING:** The Contractor shall give full attention to this Agreement, to the faithful execution of this Agreement, and shall keep the same under its control. Assigning or subletting any part of this Agreement shall require the prior written approval of HAMILTON COUNTY SCHOOLS.

## **II. TERMINATION**

- A. TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY HAMILTON COUNTY SCHOOLS.** HAMILTON COUNTY SCHOOLS may terminate this Agreement immediately by notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
1. the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor or Contractor Staff in the State of Florida, or

2. conduct by Contractor or any member of Contractor Staff which affects the quality of services provided to HAMILTON COUNTY SCHOOLS or the performance of duties required hereunder and which would, in HAMILTON COUNTY SCHOOLS's sole judgment, be prejudicial to the best interests and welfare of HAMILTON COUNTY SCHOOLS or its students;
3. failure by Contractor to maintain the insurance required under Section F of this Agreement;
4. failure to comply with Board Policy 8475 and associated background screening procedures outlined under Section D of this Agreement.

### **III. FISCAL YEAR FUNDING APPROPRIATION**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of HAMILTON COUNTY SCHOOLS, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by HAMILTON COUNTY SCHOOLS of funds therefore.

### **IV. GOVERNING LAW AND VENUE**

All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Hamilton County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature, Hamilton County Schools and Contractor, duly authorized to execute same.

Hamilton County Schools

  
\_\_\_\_\_  
Signature

Director of Business Services  
\_\_\_\_\_  
Title

4/18/18  
\_\_\_\_\_  
Date

FAMU-FSU COLLEGE OF ENGINEERING  
CHALLENGER LEARNING CENTER

  
\_\_\_\_\_  
Signature

Director  
\_\_\_\_\_  
Title

4/18/18  
\_\_\_\_\_  
Date

APPROVED BY HAMILTON SCHOOL BOARD

ON 5/8/18  
  
\_\_\_\_\_  
SUPERINTENDENT

## EXHIBIT "A"

### SCOPE OF SERVICES & FEE SCHEDULE

The Center is the K-12 outreach facility of the Florida A&M University- Florida State University College of Engineering and strives to foster long-term interest in science, technology, engineering and mathematics (STEM); create positive learning experiences; and motivate students to pursue higher education and careers in these fields. To accomplish this mission, the Challenger Learning Center features a state-of-the-art Space Mission Simulator, an IMAX® 3D Theatre, a Downtown Digital Dome Theatre & Planetarium, and hands-on or demonstrational science techniques and with state-of-the-art equipment.

#### Off-Site Services (at Hamilton County School):

- 2018 Program

<b>Grades 3 -5: School year programs – 1 hour STEAM programming in each class including grade level appropriate activities on light and other forms of energy. Programs include demonstrations and hands-on activities such as color spinners, color wheels and refraction and reflection. Will cover 8 3<sup>rd</sup> grade classes and 6 each of 4<sup>th</sup> and 5<sup>th</sup> grade classes. Programming provided over 3 days.</b>	<b>\$3,000 for the entire program</b>
<b>Grade 5 Field trip to the Challenger Learning Center – Includes Amazon Adventure IMAX, learning lab and planetarium show Ultimate Universe.</b>	<b>\$1,300 for the entire program</b>
<b>Grade 3-5: Summer program – 60 hours of STEAM programming for grades 3-5 provided over 8 days.</b>	<b>\$5,700 for the entire program</b>
<b>All preparation of lessons to be done by the Challenger Learning Center education staff.</b>	
<b>Total</b>	<b>\$10,000</b>

## **Exhibit B**

### **Risk Management Memorandum dated July 1, 2016-July 31, 2017**

Without waiving the right to sovereign immunity, Contractor shall maintain third-party commercial general liability and automobile liability insurance with limits of not less than \$200,000 for a claim or a judgment by any one person or a limit of not less than \$300,000 for any claim or judgment, or portions thereof totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence for bodily injury or property damage and shall add the Board as an additional insured to the commercial general liability policy. The additional insured endorsement for the HAMILTON COUNTY SCHOOLS shall read "The School Board of Hamilton County, Florida, its Officers, Employees and Agents". Contractor agrees that the additional insured endorsements shall provide coverage on a primary basis. Claims-bill tailored coverage shall not be considered third-party liability coverage for purposes of this Agreement. Contractor agrees to maintain worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, for all those persons rendering services to Contractor for HAMILTON COUNTY SCHOOLS. The third-party commercial general liability policy shall include coverage for sexual abuse and molestation coverage and there must be an unconditional commitment that the insurer give prior notice to The School Board of Hamilton County, Florida, in the event the coverage shown on the certificate and in any endorsements is to be cancelled.

The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing insurance for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

## Exhibit C

### Maintenance and Public Access to Records

In compliance with F.S. 119.0701(2016) the Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Hamilton County Schools in order to perform the services provided by the Contractor. Any documents created by the Contractor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Hamilton County Schools' custodian of public records, provide the Hamilton County Schools with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Hamilton County Schools.
- D. Upon completion of the Agreement, transfer, at no cost, to the Hamilton County Schools all public records in possession of the Contractor or keep and maintain public records required by the Hamilton County Schools to perform the service. If the Contractor transfers all public records to the Hamilton County Schools upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Hamilton County Schools, upon request from the Hamilton County Schools' custodian of public records, in a format that is compatible with the information technology systems of the Hamilton County Schools.
- E. If the Contractor does not comply with a public records request, the School Hamilton County Schools shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Contractor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Contractor to compel production of public records where the Contractor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Contractor as authorized by 119.0701, Fla. Stat.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE HAMILTON COUNTY SCHOOLS AT telephone number \_\_\_\_\_, e-mail address: \_\_\_\_\_, and mailing address \_\_\_\_\_) OR if blank Superintendent Rex L. Mitchell, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, emails: Rex.Mitchell@hamiltonfl.com.