**Agenda Item Details**

Meeting	Jun 22, 2020 - Regular Meeting
Category	8. Consent Agenda
Subject	8.29 Service Agreement #21-11 Emerald Coast Science Center-Planetarium Program, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Individual Participating Schools
Recommended Action	Motion to approve Service Agreement #21-11 Emerald Coast Science Center-Planetarium Program, effective July 1, 2020 through June 30, 2021.

Public Content

Request approval of Service Agreement #21-11 between Emerald Coast Science Center and The School Board of Okaloosa County, FL, on behalf of the School District, to provide a Planetarium Program. The Provider will be paid \$125.00 per hour per day per school for tangible shows, and \$75.00 per hour/minimum for each virtual lesson, for a contract total amount not to exceed \$1,000.00. Funds will be paid by the individual participating school. The agreement will be used on an as needed basis and is effective July 1, 2020 through June 30, 2021. A copy of the agreement is attached.

For additional information, please contact Tami Ellis, Science Specialist, Curriculum, at (850) 833-4122.

SA# 21-11.PDF (143 KB)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

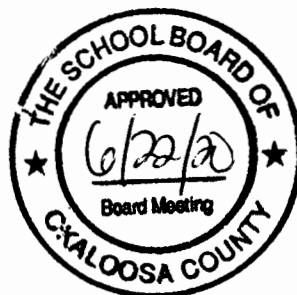
Motion & Voting

Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent

Motion by Dewey Destin, second by Diane Kelley.

Final Resolution: Motion Carries

Yes: Tim Bryant, Dewey Destin, Linda Evanchyk, Diane Kelley, Lamar White



OKALOOSA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

THIS AGREEMENT, effective this 22nd day of June 2020, by and between EMERALD COAST SCIENCE CENTER, 31 MEMORIAL PKWY SW, FORT WALTON BEACH, FL 32548 (address), (hereinafter referred to as "Provider"), and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, 120 Lowery Place S.E., Fort Walton Beach, Florida, as the governmental agency with jurisdiction over OKALOOSA COUNTY SCHOOL DISTRICT, (hereinafter referred to as "Recipient").

1. Scope of Work. The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the following services indicated for the Recipient: *To provide a tangible and/or virtual Planetarium Program for Elementary, Middle, and High School students in alignment with the science content stated in the Next Generation Sunshine Standards.* The scope of work shall hereinafter be referred to as the "Project."
2. Term. The Initial Term of this Agreement shall begin on the 1st day of July 2020, and shall end on the 30th day of June 2021. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.
3. Relationship between the Parties. Provider is contracted by the Recipient only for the purposes and to the extent set forth in this Agreement, and its relation to the Recipient shall, during the period or periods of this Agreement and the delivery of services hereunder, be that of an independent contractor. Provider shall be free to dispose of such portion of its entire time, energy, and skill during regular business hours as it is not obligated to devote hereunder to the Recipient in such a manner as it sees fit and to such persons, firms, or corporations as it chooses. Neither the Provider or its agents, employees or affiliates shall be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Recipient pertaining to or in connection with any compensation, insurance plan or other benefits as provided to Recipient's regular employees.
4. Responsibilities of Provider.
 - a. Delivery of Services: The Provider shall deliver the services required under this Agreement on the dates and at the times and places as specified herein: *Beginning July 1, 2020 through June 30, 2021, services for tangible events shall be provided at the participating school. Dates and times will be mutually agreed upon between the Provider and participating School Principal. A full-time employee of the participating school will be present at all times. Virtual interactive live shows will be through Zoom Solutions with dates and times mutually agreed upon between the Provider and participating School Principal.*
 - b. Staff and Personnel: The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: *Diane Fraser, Lisa Parkinson, Reiko Barnes, Jacie Chandler, Erica Govich-Adcock, Harley Peters, Keanna Nimpchaimanatham, Madison Warriner, Alex Van Nest, Cody Dixon and other employees hired after the date of this agreement.* *employees hired after the date of this agreement. Are you or the person/s named a citizen of the U.S.? Yes*

- c. Finances: The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: *Provider is responsible for paying his/her own withholding taxes, all other employment related taxes or costs and all travel and other expenses incurred by Provider in the delivery of services hereunder.*
- d. Supervision, Monitoring, and Evaluation: The Provider shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. Additionally, the Provider shall be responsible for the constant monitoring of the quality of service delivered to insure the highest standards of service are being provided to the Recipient under this Agreement in order to achieve a maximum benefit to the Recipient, its employees, students, and the families of students that are to be the recipients of these services. The Provider shall work mutually with the Recipient to provide an evaluation of the delivery and impact of the services made available under this Agreement and shall further provide to the Recipient any and all data or other materials maintained or collected by Provider in the course of performing this Agreement.
- e. Confidentiality: The Provider shall only be entitled to receive records and information from the Recipient which can be lawfully made available to Provider, and in such event the Provider shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of juvenile and student records and other information which may be available through the Recipient which is necessary for Provider to deliver the services required hereunder.
- f. Background screening:
 - (i) In accordance with Florida Statute (S.) 1012.465, all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes unless otherwise exempted from such requirements by S. 1012.467 or S. 1012.468. A Level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized school district agent trained to take fingerprints. The Provider shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Provider and its employees.
 - (ii) Any personnel of the Provider discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school-sponsored activities when students are present, or to have access to School District funds.
 - (iii) It is the responsibility of the Provider to assure compliance with this requirement. Provider agrees that in the event the Provider or any employee is later convicted of, or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04, Florida Statutes the Provider will notify School Board within 48 hours of such.

(iv) The parties agree that the Provider's failure to perform any of the duties described in this section will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Provider's failure to comply with the requirements of this section or sections 1012.32, 1012.465, 1012.467, and 1012.468 Florida Statutes.

(v) All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a vendor has a Level II clearance with **full access** to school property and is valid for 5 years. A burgundy badge signifies that a vendor has **limited access** to school property and is valid for 1 year. Contact the Okaloosa County School District Fingerprinting office at (850) 833-5812 for additional information on screening and clearance procedures.

- g. E-Verify System: Under Executive Order 11-116, issued by the Governor of the State of Florida and §448.095, Florida Statutes, effective July 1, 2020, Provider shall use the United States Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Provider shall also require all subcontractors performing work under this Agreement to use the E-Verify System for any employees they may hire during the term of this Agreement. Provider must provide evidence of registration as required by Florida Statute, by January 1, 2021. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion.
- h. Official Representative: The Provider shall be responsible for providing an official representative and contact person to conduct all communications with the Recipient and to be responsible for the ongoing administration of this Agreement. *The Provider hereby designates Diane Fraser as the official representative for the purposes of administering this Agreement with the Recipient.*
- i. Florida Retirement System: If the Provider is a retiree in the Florida Retirement System (the "FRS") then Provider, shall be responsible for obtaining any necessary approval in writing from FRS before entering into the Agreement to insure that there will not be an impact in Providers retirement benefit payment. The School Board shall not be liable to the Provider, under any circumstance, for any loss or impact of Provider retirement benefits.
- j. Professional Responsibility: Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Provider in its own independent and professional judgment. This Agreement and the delivery of services hereunder, shall be subject to the rules and regulations of Recipient and the laws and regulations of the State of Florida.
- k. Access to Records / Records Retention: The Provider agrees that the Recipient, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Provider or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Providers and subcontractors must retain all records pertaining to this contract for three years after the Recipient makes final payments and all other pending matters are closed.

- l. Force Majeure Event: Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to confidentiality and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a “Force Majeure Event”), including acts of war, terrorism, acts of God, epidemics, pandemic, earthquake, fire, flood, hurricanes, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility or telecommunications interruptions, or the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or any part of the term of the Agreement, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed party cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
- m. Public Agency Contracts: To the extent that Provider meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Provider must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
 - a) Keep and maintain public records required by the School Board to perform service.
 - b) Upon request from the School Board’s custodian of public records, provide the School Board 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, F.S., 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.
 - d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Provider or keep and maintain public records required by the School Board to perform the service. If the Provider transfers all public records to the School Board upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the School Board.
 - e) **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD’S CUSTODIAN**

OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR ERIC.MITCHELL@OKALOOSASCHOOLS.COM, OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.

- f) The Provider acknowledges that the School Board cannot and will not provide legal advice or business advice to Provider with respect to its obligations pursuant to this section related to public records. The Provider further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Provider acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

5. Responsibilities of the Recipient.

- a. Financing: The Recipient shall be responsible for the following costs and/or expenses associated with Provider's delivery of services under this Agreement: *The Provider will be paid \$125.00 an hour per day per school for tangible shows, and \$75.00 per hour/minimum for each virtual lesson for a total contract amount not to exceed \$1,000.00 per day per school.. All funds are being paid by individual participating schools. Funding is out of the following budget: (TBD)*

<input type="checkbox"/>	General Fund: <i>Fund</i>	<i>Function</i>	<i>Object</i>	<i>Cost Center</i>	<i>Project</i>
<input type="checkbox"/>	Special Revenue: <i>Fund</i>	<i>Function</i>	<i>Object</i>	<i>Cost Center</i>	<i>Project</i>
<input type="checkbox"/>	Internal Fund Purchase: <i>Account Name -</i>				

- b. Confidentiality: The Recipient shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of juveniles and students.
- c. Monitoring and Evaluation: The Recipient and/or its designee under this Agreement shall participate with Provider to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
- d. Program Support: The Recipient and/or designee under this Agreement shall make available to the Provider, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist provider in the quality delivery of services: *As mutually agreed upon by the Provider and participating school Principal.*
- e. Official Representative: The Recipient shall be responsible for providing an official representative and contact person to conduct all communications with Provider and to be responsible for the ongoing administration of this Agreement. The Recipient hereby designates *the School Principal of the participating School(s).*
6. Modification. This Agreement may be modified from time to time but only upon written mutual consent of the parties hereto.

7. Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the Recipient hereby authorizes its Superintendent of Schools to work with the Provider to resolve any such disputes. In the event that the Superintendent of Schools and the Provider are unable to resolve the dispute, the matter shall be referred back to the Recipient for final resolution.
8. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other. In the event that the Recipient should terminate this Agreement prior to its expiration, it shall be liable for payment of only the pro rata portion of any financial obligations that are due to Provider through the date of termination.

THIS AGREEMENT entered into and made effective as of the date first above written.

RECIPIENT:

THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA

ATTEST:

By: 

Marcus D. Chambers
Superintendent of Schools

By: 

Timothy Bryant
Chairman

Date Signed: June 22, 2020

Date Signed: June 22, 2020

WITNESSES:

Signature: 

Printed Name: Kate Fox

Signature: 

Printed Name: Lisa Parkinson

PROVIDER:

EMERALD COAST SCIENCE CENTER

By: 

DIANE FRASER, EXECUTIVE DIRECTOR

Date Signed: 6/9/20

Insurance Requirements: (To be completed by Risk Management)

Professional Liability _____ General Insurance Requirements ☒ Insurance Not Required _____

APPROVED BY:

ATTORNEY ☒RISK MANAGEMENT ☒PURCHASING ☒FINANCE ☒