

AMENDMENT #2

CONTRACT Y22-2100

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

EFFECTIVE DATE: October 1, 2023

This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2023, through September 30, 2024, at the same terms and conditions.

All other terms and conditions remain unchanged.

**BOYS & GIRLS CLUBS OF
CENTRAL FLORIDA, INC.**

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



Signature

Signature

Jamie Merrill

Print//Type Name

Diane Wetherington, CPPB

Print/Type Name

President & CEO

Title

Contracting Agent

Title

9/26/2023

Date

9/27/2023

Date

AMENDMENT #1

CONTRACT Y22-2100

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

EFFECTIVE DATE: October 1, 2022

This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2022, through September 30, 2023.

All other terms and conditions remain unchanged.

**BOYS & GIRLS CLUBS OF CENTRAL
FLORIDA, INC.**

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

J. Mack Reid

Signature

Diane Wetherington

Signature

J. Mack Reid

Printed/Typed Name

Diane Wetherington

Printed/Typed Name
Diane Wetherington, Contracting Agent

COO

Title

4/17/2023

4/11/23

Date

Date

CONTRACT Y22-2100

between

ORANGE COUNTY, FLORIDA

and

Boys & Girls Clubs of Central Florida, Inc.

related to

PROVISION OF COMMUNITY SERVICES AND FACILITY USE

THIS CONTRACT (“Contract”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 on behalf of its Citizens’ Commission for Children Division (“COUNTY”), and Boys & Girls Clubs of Central Florida, Inc. a nonprofit corporation under the laws of the State of Florida, located at 101 E. Colonial Drive, Orlando, FL 32801 (“AGENCY”). The COUNTY and the AGENCY may be referred to individually as “party” or collectively as “parties.”

ARTICLE I

Services to be Performed and Required Documentation

1. Services to be Performed:

- a. The AGENCY shall provide services as outlined in Attachment A (“Services”), which is hereby incorporated by reference and made a part of this Contract.
- b. The AGENCY agrees to accept technical assistance from the COUNTY related to reporting requirements contained in this Contract and to make any reasonable changes proposed by the COUNTY in its reporting procedures to better facilitate the documentation of program(s) efficiency and effectiveness. The AGENCY further agrees to accept technical assistance from the COUNTY for programmatic issues related to the provision of Services.
- c. The AGENCY shall notify the COUNTY, in writing, if sufficient staff, facilities, or equipment necessary to deliver the Services cannot be maintained. Failure to notify the COUNTY of any such deficiencies or to adequately provide the Services may be considered grounds for termination under Article III at the COUNTY’S discretion.

2. Documents:

- a. **Required Documentation:** The AGENCY shall ensure that all documents required to be retained by this Contract are current and available for the COUNTY’S review upon request. These documents may include, but are not limited to, certificate(s) of insurance, job descriptions, and background check confirmations of staff.

b. **Documents Attached and Incorporated:** The following documents are attached to this Contract, incorporated, and hereby form a material part of this Agreement:

- Attachment A:** Scope of Work/Outcomes
- Attachment B:** Scope of Work/Services (Reimbursement)
- Attachment C:** Authorized Agent Form
- Attachment D:** Noncompliance Standards
- Attachment E:** E-Verify Certification
- Exhibit A:** Leased Employee Affidavit Form

ARTICLE II
Billing Requirements and Payment Methods

3. Payments:

- a. The COUNTY shall pay the AGENCY an amount not to exceed \$318,171 for Services provided pursuant to this Contract. Payment shall only be for units of Services that are delivered and accepted. At no point shall the COUNTY be responsible to the AGENCY for payment for work that is provided outside of the scope of those Services described in **Attachments A and B**.
- b. All the terms of payment under this Contract shall be in accordance with Florida’s Local Government Prompt Payment Act, codified in Sections 218.70 to 218.80, Florida Statutes.
- c. Payment shall be made by:
 - Quarterly payments without invoicing.
 - Reimbursement for approved units of Services provided.
 - Up-front payment without invoicing.
- d. If the payment shall be made by quarterly payments without invoicing, the COUNTY shall:
 - i. Pay the AGENCY in four payments, payable per quarter during the term of this Contract and the AGENCY shall provide the supporting documentation for the payment of such Services in accordance with the terms outlined in the Scope of Work in **Attachment B**.
 - ii. Reserve the right to adjust compensation to the AGENCY in accordance with this Contract. This adjustment may be based on actual or projected delivery of units of service or noncompliance with the terms and conditions provided for in this Contract at the COUNTY’S discretion. Any adjustment of payments that reflect undelivered units of service may be made quarterly.

- e. If payment shall be made by reimbursement for approved units of services provided (i.e.: hourly, per session, etc.), the AGENCY shall:
 - i. Provide monthly Units of Services Reports to the COUNTY that include the total units of Services provided and supporting documentation evidencing that the Services were provided as determined by the Manager of the COUNTY'S CCC Division. The CCC Manager shall have the final discretion in determining whether the AGENCY has submitted sufficient supporting documentation to satisfy this requirement. Failure to include required supporting documentation may result in delay or denial of payment at the COUNTY'S discretion.
 - ii. Complete all of its reporting requirements and shall remit any payment due to the COUNTY in full, from the previous fiscal year, prior to receipt of any payments under this Contract. The first payment will be made after this Contract has been duly executed and a Delivery Order has been processed.
- f. Throughout the term of this Contract, the AGENCY shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of Services and payment by the COUNTY. The COUNTY reserves the right to suspend any and all payments or reimbursements to the AGENCY should the AGENCY receive a notice of non-compliance regarding financial or programmatic issues from the COUNTY and the AGENCY fails to comply with such notice within the required timeframe.
- g. The COUNTY reserves the right to monitor and audit, or have its designee monitor and audit, the AGENCY to confirm delivery of units of service or outcomes. The COUNTY further reserves the right to suspend payment immediately following any monitoring or audit of the AGENCY that results in a finding substantiated by documentation that outcomes or units of Services have not been provided in an adequately as determined at the COUNTY'S sole discretion. In the event that a monitoring or auditing results in the COUNTY'S finding of a deficiency, the COUNTY will forward to the AGENCY a Notice of Noncompliance as referenced in **Attachment D** and incorporated herein as a material part of this. The COUNTY will also forward a formal report of the findings to the AGENCY detailing the complete findings.
- h. The AGENCY understands that it is liable for and accepts responsibility for the repayment of any funds disbursed under the terms of this Contract that may, as a result of monitoring or an audit, be deemed disbursed in error. After receipt of written notification from the COUNTY, the AGENCY shall remit such funds that the COUNTY deemed disbursed in error to the COUNTY within seven (7) days of such receipt of the COUNTY'S written notification of overpayment. All payments shall be made payable to the Orange County Board of County Commissioners.
- i. The COUNTY may withhold final payment pending the receipt of all required documents.

ARTICLE III
Term of Contract, Renewals, and Termination

1. **Term of Contract:** The term of this Contract shall be from May 1, 2022 through September 30, 2022, contingent upon the appropriation of funds by the Orange County Board of County Commissioners.
2. **Renewals.** Renewal of the Contract shall be subject to appropriation of funds by the Orange County Board of County Commissioners. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties and attached to the original Contract.

This Contract may be renewed for:

- Two (2) additional one (1) year periods, upon mutual agreement of both parties.
- One (1) additional one (1) year period, upon mutual agreement of both parties.

3. **Termination for Convenience.** Either party may terminate this Contract at will or for its convenience thirty (30) days after providing the non-terminating party with written notice of the terminating party's intent to terminate. If the AGENCY initiates such termination, any prepaid funds shall be returned to COUNTY for un-rendered Services. Additionally, for the duration of that thirty (30) day notice period, the AGENCY shall be responsible for working with the COUNTY to ensure a smooth transition to any new entity that is chosen by the COUNTY to provide the Services.
4. **Termination for Cause.** The COUNTY may terminate the whole or any part of this Contract for cause, with such termination being effective upon the AGENCY'S receipt of the notice of termination, by providing written notice to the AGENCY of such termination if:
 - a. The AGENCY fails to provide Services called for by this Contract within the time specified herein or any extension thereof;
 - b. The AGENCY fails to properly and timely report its rendering of the Services to the COUNTY pursuant to the terms of this Contract;
 - c. The AGENCY materially breaches any term of this Contract as determined at the sole discretion of the COUNTY;
 - d. The COUNTY, at its sole discretion, determines that termination of this Contract is in the best interest of the public welfare.
5. **Opportunity to Cure.** The COUNTY may, at its sole discretion, provide the AGENCY with a Notice to Cure a breach of this Contract. If the AGENCY fails to cure the breach to the COUNTY'S satisfaction within the time provided in the Notice to Cure, the COUNTY may terminate this Contract for cause.

6. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the AGENCY shall:
 - a. Remit to the COUNTY, within fourteen (14) calendar days, any advanced funds paid, prorated as of the date of termination.
 - b. Stop working under this Contract on the date of receipt and to the extent specified in the notice of termination.
 - c. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - d. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - e. Handle all property as directed by the COUNTY.
 - f. Finalize all necessary up to date reports and documents required under the terms of this Contract up to the date of termination, up to and including the final expenditure report due at the end of the Contract, if any, without reimbursement beyond that due as of the date of termination for services rendered to the termination date.
 - g. Take any other actions as directed in writing by the COUNTY.
7. **Availability of Funds.** Payment under this Contract is contingent on the funds contemplated in this Contract being made available to the COUNTY. In the event funds to finance all or part of this Contract do not become available, obligations of each party to this Contract may be terminated upon the AGENCY'S receipt of the COUNTY'S notice. The COUNTY shall be the sole and final authority as to the determination of the availability of funds.

ARTICLE IV NOTICES

1. **Notices:** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this Section.

As to the COUNTY: Orange County, Florida
Attn: Manager, Citizens' Commission for Children
2100 East Michigan Street
Orlando, Florida 32806

Copy to: Orange County, Florida
County Administrator
P.O. Box 1393
Orlando, Florida 32802-1393

Copy to: Orange County, Florida
Attn: Manager, Procurement Division
P.O. Box 1393
Orlando, Florida 32802-1393

As to the AGENCY: **Boys & Girls Clubs of Central Florida, Inc.**
101 E. Colonial Drive
Orlando, FL 32801

ARTICLE V
PROVISION OF SPACE FOR SERVICES
(Article V is Applicable when County Space is Being Used)

1. **Use of Space:** The COUNTY will provide the space located at: **John Bridges Community Center, 445 W. 13th St., Apopka, FL 32703, Bithlo Community Center, 18501 Washington Avenue, Orlando, FL 32820, Universal Boys & Girls Club, 5151-C Raleigh Street, Orlando, FL 32811, Taft Community Center, 9540 S. Orange Avenue, Orlando, FL 32824, West Orange Neighborhood Center for Families, 303 W Crown Point Rd., Orlando, FL 34787, and Sphaler Activity Center, 10011 4th Street, Orlando, FL 32824, Capehart Park, 715 Capehart Dr. Orlando, FL 32822** (the "Designated Space") which shall be utilized by the AGENCY solely for the lawful purpose of providing the Services described in this Contract. If no Designated Space is provided by the COUNTY, then Article V does not apply.
2. **Utilities:** Under the terms of this Contract, the COUNTY is obligated to pay utility charges for the Designated Space. Such charges will include electrical, water, sewer, fire/life safety protection service, gross receipt taxes, or any other cost that the local utility company may add to its monthly utility bill while this Contract is in effect.
3. **Care of Designated Space:** The AGENCY shall maintain the Designated Space in good condition and shall provide, and be responsible for the payment of, all costs of the janitorial services.
4. **Common Areas:** The AGENCY shall have access to the common areas located within and around the building of which the Designated Space is a part during the times in which they provide the Services.

5. **Parking:** The AGENCY shall be permitted to use the Designated Space's available public parking for the AGENCY'S employees and clients at all times during which the AGENCY operates within the Designated Space. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the COUNTY, and the AGENCY shall enforce this restriction against AGENCY'S employees, agents, visitors, licensees, invitees, contractors, and customers.
6. **Compliance with Laws and Regulations:** The AGENCY shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Designated Space by the AGENCY or any business transacted, or services provided, by the AGENCY while utilizing the Designated Space. Additionally, the AGENCY shall comply with all rules regarding the protection, welfare, and orderly management of the Designated Space that are currently in place, or as adopted by the COUNTY after the execution of this Contract.
7. **Fixtures and Alterations:** The AGENCY shall not, without the COUNTY'S prior written consent, attach any fixtures in or to the Designated Space or change, alter, or make additions to the Designated Space, nor attach or affix any article thereto, nor permit any annoying sound device, overload any floor, or deface the Designated Space. Such prior written consent may not be unreasonably withheld. Where the COUNTY has approved AGENCY'S modifications to the Designated Space, the AGENCY shall only be required to remove its modifications and restore the Designated Space to its original condition upon the AGENCY'S vacating of the Designated Space should the COUNTY make such restoration a condition of its approval. If, however, AGENCY elects to remove its modifications upon vacating the Designated Space, then AGENCY, at its expense, shall restore the Designated Space to its original condition, ordinary wear and tear excepted.
8. **Redelivery of Designated Space:** The AGENCY shall, on the expiration of this Contract, deliver the Designated Space in as good order and condition as it now is, may be changed by the COUNTY or may be changed by the AGENCY with approval of the COUNTY pursuant to Article V, Section 7. Reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation, or appropriation shall be excepted. The AGENCY shall promptly surrender all keys to the Designated Space to the COUNTY.
9. **Access to Designated Space:** The COUNTY shall provide reasonably unobstructed access to the Designated Space to the AGENCY. The COUNTY reserves the right to determine when access to the Designated Space may be restricted. The COUNTY may, in its sole and absolute discretion, remove any person from the COUNTY'S premises, including from the Designated Space, at any time. The AGENCY shall cooperate fully in COUNTY'S efforts to maintain security within the Designated Space and shall follow all regulations promulgated by the COUNTY with respect thereto.
10. **Signs:** The AGENCY shall not install or locate signs in the windows or doors of the Designated Space or any other part of the Designated Space or grounds without first securing the COUNTY'S written consent. Any signs installed by the AGENCY with the COUNTY'S permission shall be maintained in good repair and shall be removed, and any

building or grounds damage therefrom restored by the AGENCY at the AGENCY'S expense.

11. **The County's Right of Entry:** The COUNTY and its authorized representative shall have the right to enter the Designated Space for any of the following purposes: to determine whether the Designated Space is in good condition and whether AGENCY is complying with its obligation under this Contract; or, to serve, post or keep posted any notices required or allowed under the provisions of this Contract or, to make repairs to the Designated Space. The COUNTY shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of their entry onto the Designated Space, except damage resulting from the acts or omissions of the COUNTY and its authorized representatives.

12. **Cleanliness of Designated Space:** The AGENCY will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or hazardous materials or contaminants in the Designated Space or in or around the building of which the Designated Space forms a part. The AGENCY shall immediately notify the COUNTY and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance.

13. **Radon Gas – Notice to AGENCY:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

**ARTICLE VI
ASSIGNMENT AND SUBCONTRACTS**

1. The parties deem the Services to be rendered by the AGENCY to be personal in nature. The AGENCY shall not assign any rights or duties under this Contract to any other party without the prior written permission of the COUNTY.

2. The AGENCY shall not enter into any subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the COUNTY, which shall be attached to the original Contract and subject to such conditions and provisions as the COUNTY may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the AGENCY of such articles, supplies, equipment, and services which are necessary and incidental to the performance of the work required under this Contract; and provided further, however, that no provision of this clause and no such approval by the COUNTY of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price contained herein.

3. The AGENCY'S outsourced services must ensure compliance with this Contract and the AGENCY cannot make a profit from outsourcing obligations under this Contract.

**ARTICLE VII
BACKGROUND SCREENING OF EMPLOYEES AND VOLUNTEERS**

1. **Background Screenings of Staff and Volunteers:** In accordance with Section 402.302, Florida Statutes, as may be amended from time to time, all AGENCY staff and any volunteers assisting on an intermittent basis for more than ten (10) hours per month shall successfully complete a Level 2 Background Screening prior to providing any services associated with this Contract. Such screenings shall be performed according to those standards set forth in Section 435.04, Florida Statutes, as may be amended from time to time. Volunteers providing such services less than ten (10) hours per month shall be exempt from screening requirements if a person meeting the screening requirements of Section 402.305(2), Florida Statutes, is always present and has the volunteer in his or her line of sight. Level 2 screenings shall be performed at no additional cost to the COUNTY and shall include, but not be limited to, the following:
 - a. An employment history check;
 - b. Fingerprinting for statewide criminal history checks through the Department of Law Enforcement;
 - c. National criminal history records check through the Federal Bureau of Investigation (FBI); and,
 - d. Local criminal records check through the local law enforcement AGENCY.
2. The COUNTY shall require such background checks to be performed for all employees and volunteers having any contact with the clients or Contract recipients. Failure to comply with this requirement may result in the withholding of COUNTY fund disbursements. The AGENCY may utilize background screenings conducted by Orange County Public School System provided that all Level 2 requirements are met, including additional background screenings at five (5) year intervals. Upon request, the AGENCY shall submit to the COUNTY written confirmation that such screenings have been conducted and that the results are acceptable to the AGENCY. The AGENCY shall, upon request, provide confirmation of the actual screening results to the COUNTY.
3. Should the AGENCY for reasons outside of its control be unable to obtain background checks that comply with this section, the AGENCY shall provide the COUNTY with its proof of a good faith effort to obtain those background checks. The COUNTY, only upon the receipt of a documented good faith effort, reserves the right, in its sole discretion, to waive this requirement.

4. Verification of Employment Status:

- a. By executing this Contract, the AGENCY hereby certifies that, pursuant to Florida law, it:
 - i. Complies with the terms and provisions of Section 448.095, Florida Statutes, as they apply to the AGENCY;
 - ii. Is registered with, and uses, the E-Verify system to verify the authorization status of all newly hired employees;
 - iii. Should the AGENCY enter into a subcontract utilizing any portion of the Contract funds provided pursuant to this Contract, the AGENCY shall require that such subcontractor provide the AGENCY with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and
 - iv. When applicable, the AGENCY shall maintain a copy of such subcontractor’s affidavit in compliance with the records retention terms of this Contract.
- b. If the COUNTY has a good faith belief that the AGENCY has knowingly violated Section 448.09(1), Florida Statutes, then the COUNTY is obligated to terminate this Contract with the AGENCY pursuant to Section 448.095(2)(c)1, Florida Statutes.
- c. If the COUNTY terminates this Contract for the foregoing reason, the AGENCY will not be awarded a public contract for at least one (1) year after the date on which this Contract was terminated, and the AGENCY will be liable for any additional costs incurred by the COUNTY as a result of the termination of this Contract.

**ARTICLE VIII
INDEMNITY, SAFETY, AND INSURANCE**

- 1. **Indemnity:** To the fullest extent permitted by law, the AGENCY shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys’ fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the AGENCY or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the COUNTY of sovereign immunity or the provisions of Section 768.28, Florida Statutes. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.
- 2. **Protection of Persons and Property:** The AGENCY shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract.
 - a. The AGENCY shall take all reasonable precautions for the safety and protection of:

- i. All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
 - ii. All property, materials, and equipment on the premises under the care, custody, or control of the AGENCY; and
 - iii. Other property at or surrounding the premises.
- b. The AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents, or employees onto COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- c. The AGENCY shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. This includes, but is not limited to, the following:
- i. Occupational Safety & Health Act (OSHA)
 - ii. National Institute for Safety and Health (NIOSH)
 - iii. National Fire Protection Association (NFPA)

The AGENCY must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- d. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

3. Insurance:

- a. The AGENCY agrees to maintain, on a primary basis, at all times throughout the duration of this Contract, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY'S review or acceptance of insurance maintained by the AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.
- b. The AGENCY shall require and ensure that each of its subcontractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types, and to the limits specified herein.

- c. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:

Workers' Compensation – The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, as set forth in the Florida Statutes, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY if services are being provided at COUNTY facilities. Elective exemptions, as defined in Florida Statute 440, will be considered on a case-by-case basis. Any AGENCY using an employee leasing arrangement shall complete and submit the Leased Employee Affidavit attached herein as **Exhibit A**.

Commercial General Liability – The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors and vulnerable adults. The General Aggregate shall either apply separately to this Contract or shall be at least twice the required occurrence limit.

Business Automobile Liability – The AGENCY shall maintain coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the AGENCY does not own automobiles, the AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability (if applicable) – If the Agency provides professional services (i.e., medical, counseling, legal, etc.), it shall provide Professional Liability coverage with limits of not less than \$1,000,000 per occurrence.

- d. For policies written on a "Claims-Made" basis, the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of

the SERP shall not relieve the AGENCY of the obligation to provide replacement coverage.

- e. When self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of the AGENCY'S most recent annual report or audited financial statement.

- f. The AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent and a CG 24 04 Waiver of Transfer of Right of Recovery or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Florida.
- g. Insurance carriers providing coverage required herein, must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better.
- h. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- i. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.
- j. The COUNTY uses a third-party insurance tracking system to manage compliance with insurance certificates and related documentation. Upon insurance expiration, the AGENCY will receive an electronic request for updated insurance certificate(s) and endorsement(s) from the County's third-party system. Prompt response to these requests will help mitigate non-compliance and escalation issues.
- k. The AGENCY shall provide to the COUNTY current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance, the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. Blanket additional insured or waiver of subrogation policy language may be submitted for consideration as long as the entire policy form or endorsement is submitted for review.
- l. For continuing service contracts, renewal certificates shall be submitted upon request by either the COUNTY or its certificate management system. The certificate(s) shall clearly indicate that the AGENCY has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. Acceptable evidence may include either a certificate of insurance or an insurance binder. Additional insured and waiver of subrogation endorsements shall be provided to the COUNTY as soon as possible after issuance by the AGENCY'S insurance carrier.
- m. The certificate holder shall read:

Orange County, Florida
Risk Management
Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

**ARTICLE IX
RECORDKEEPING, MONITORING, AND
AUDITS**

1. Recordkeeping:

- a. In the performance of this Contract, the AGENCY shall establish and maintain separate books, records, and accounts of all activities related to this Contract, in compliance with generally accepted accounting principles (“GAAP”) and record maintenance procedures.
- b. Books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the AGENCY for a period of five (5) years after termination of this Contract. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings.
- c. For the purposes of this Contract, “books, records, and accounts related to the performance of this Contract” shall include, but shall not in any way be limited to:
 - i. Detailed invoices, canceled checks, payroll journals, and bank statement reconciliations;
 - ii. Records of board members by date of appointment, race, and sex;
 - iii. Records of employees by job classification, name, date of hire, race, and sex;
 - iv. Records regarding clients served, services provided, performance measures achieved, information on materials and services delivered; and
 - v. Any other records that are in any way related to the AGENCY’S performance of this Contract.
- d. The AGENCY shall provide its business record custodian and shall have adequate and appropriate work space for the COUNTY’S authorized representative to conduct evaluations, monitoring, and/or audit(s) to ensure compliance with this Contract.
- e. The AGENCY shall receive and submit Audited Financial Statements to the COUNTY within one hundred and eighty (180) days of the close of the AGENCY’S fiscal year. Such reports shall be prepared by an independent certified public accountant. The AGENCY shall also provide to the COUNTY a copy of its management letter, if issued, and the AGENCY’S response. If the AGENCY is unable to meet the deadline, the AGENCY shall submit a written request for an extension to the COUNTY’S Manager of its Citizens’ Commission for Children Division (“CCC”) before the one hundred and eighty (180) day period has lapsed. Although an extension may be

granted, the COUNTY shall suspend payment to the AGENCY pending receipt of the Audited Financial Statements.

2. **Monitoring and Evaluation:**

- a. The AGENCY shall provide to the COUNTY, upon request, all data needed for the purpose of monitoring, evaluating, and/or auditing the program(s) within five (5) to seven (7) business days. This data shall include, but not be limited to, clients served, services provided, performance measures achieved, information on materials and services delivered, and any other data required, in the sole discretion of the COUNTY, that may be required to adequately monitor and evaluate the Services provided under this Contract. Monitoring shall be performed in accordance with COUNTY'S established Noncompliance Standards, a copy of which is attached hereto and incorporated by reference as **Attachment D**.
- b. The AGENCY agrees to permit persons duly authorized by the COUNTY to interview any clients and all current and/or former employees of the AGENCY to be assured of the AGENCY'S satisfactory performance of the terms of this Contract.
- c. Following such evaluation, monitoring, and/or audit, the COUNTY will deliver a report of its findings and recommendations with regard to the AGENCY'S conformance with this Contract's terms and conditions to the AGENCY and/or Board of Directors' President, and members, whenever applicable. If deficiencies are noted, a written notice of corrective action will be issued to the AGENCY which will specify deficiencies and provide a timeline for correction of those deficiencies. Within the designated timeframe in the written notice of corrective action, the AGENCY shall submit to the COUNTY'S CCC manager ("Manager"), or their designee, a corrective action plan to rectify all deficiencies identified by the COUNTY.
- d. Failure by the AGENCY to correct noted deficiencies, as outlined in the written notice of corrective action, may result in the AGENCY being deemed in breach of the Contract terms.
- e. The AGENCY shall cooperate with the COUNTY on all reviews to ensure compliance with all applicable COUNTY guidelines and requirements for general fund recipients.

3. **Audits and Audit Remedies.**

- a. The COUNTY, the Orange County Comptroller ("Comptroller"), or the authorized designee of either the COUNTY or the Comptroller, shall have the right to audit the AGENCY'S use of funds disbursed under this Contract, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The AGENCY shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller or its designee to perform such audit.
- b. The COUNTY, or its designee, shall have access to such books, records, subcontract(s), financial operations, and documents of the AGENCY or its sub-

consultants, as required, to comply with this section for the purpose of inspection or audit anytime during normal business hours at the AGENCY'S place of business. This right to audit shall include the AGENCY'S sub-consultants used to procure goods and services under the Contract with the COUNTY. The AGENCY shall ensure the COUNTY has these same rights with sub-consultant(s) and suppliers.

- c. The COUNTY shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief; the right to terminate contribution payments; and payment of restitution for any funds utilized by the AGENCY in a manner which is not in conformance with the terms of this Contract.

4. **Public Records Compliance Requirement.** Pursuant to Section 119.0701, Florida Statutes, the AGENCY must:

- a. Keep and maintain public records required by the COUNTY to perform the service.
- b. Upon request from the COUNTY, provide the COUNTY 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 amount set by the COUNTY.
- 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 this Contract's term and following completion of the Contract if the AGENCY does not transfer the records to the COUNTY.
- d. Upon completion of the Contract, transfer, at no cost, to the COUNTY all public records in possession of the AGENCY or keep and maintain public records required by Contract to perform the service.
- e. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of this Contract, the AGENCY shall meet all applicable requirements for retaining public records.
- f. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE AGENCY SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT:

Public Records Unit Office of Professional Standards
450 E. South Street, Suite 360
Orlando, FL 32801
Phone: (407) 836-5400
Email: PublicRecordsUnit@ocfl.net

ARTICLE X
CONFIDENTIALITY

1. The AGENCY shall comply with all applicable HIPAA requirements and those obligations with respect to Protected Health Information (“PHI”) subject to protection under the HIPAA Privacy and Security Rules under 45 CFR Parts 160, 162, and 164. Additionally, by executing this Contract, the AGENCY agrees to have all new employees trained regarding the HIPAA Privacy and Security Rules within thirty (30) days of their hiring.
2. The AGENCY shall comply with the requirements set forth in the Florida Information Protection Act (§501.171), Florida Statutes, in the protection of Personally Identifiable Information (“PII”).
3. The AGENCY shall comply with the Breach Notification Rules under the HITECH Act found in 42 U.S.C. §17932.
4. The AGENCY shall ensure that all recipients of Services, or their parent or legal guardian, as applicable, sign an appropriate authorization or release that permits the AGENCY to share PHI, PII, and other confidential information with the COUNTY for program monitoring, auditing, referral, and case management purposes.

ARTICLE
XI
REPORTING

1. **Reports:** Reports under this Agreement shall be submitted:
 - On a **monthly** basis.
 - On a **quarterly** basis.
 - a. **Monthly Reporting:** If reporting is on a monthly basis, the AGENCY shall submit to COUNTY complete, accurate, and programmatic Monthly Reports on or before the 25th of the month following the previous month for reimbursement payment. Reports for the month of September are due on or before October 10th for reimbursement payment. The Monthly Reports shall, if applicable to the Scope of Work in **Attachment B**, list “Units of Service” provided (i.e.: hourly, per session, etc.) and/or any other pertinent outcome measurements outlined in **Attachment A**.
 - b. **Quarterly Reporting:** If reporting is on a quarterly basis, the AGENCY shall submit to the Orange County Citizens’ Commission for Children a complete, accurate,

and programmatic Quarterly Report, in a format as provided by the COUNTY, on or before the 25th of the month following the close of the quarter, as well as supporting documentation. Submission of the 4th quarter report is due on or before October 5th. The Quarterly Reports shall, if applicable to the Scope of Work in **Attachment B**, list “Units of Service” provided (i.e.: hourly, per session, etc.) and/or any other pertinent outcome measurements outlined in **Attachment A**.

- c. The supporting documentation for both monthly and quarterly reports shall include client initials/case numbers for proper documentation of clients that have received services. The Units of Service reported shall have a direct relationship with the performance measures that are being tracked and reported to the COUNTY, or, if not related, the Units of Service will not be accepted for payment.
- d. If the AGENCY has a quarterly goal in the Scope of Work in **Attachment B**, and that quarterly goal has not been reached at the end of the quarter for which the AGENCY is reporting, the AGENCY shall submit a corrective action plan at the time they submit the quarterly report. A narrative explanation for any variance of ten percent (10%) or greater of quarterly goals shall be submitted in addition to the quarterly report.
- e. If the Scope of Work in **Attachment A** requires that the AGENCY will report on outcomes that shall be approved by the County, and those outcomes are not obtained, the AGENCY shall submit a corrective action plan.

2. Submittal of Reports:

- a. Failure to submit the required reports with supporting documentation, or submitting reports that are incomplete and/or inaccurate, shall be considered non-compliant, as indicated in **Attachment D** of this Contract, and may result in the withholding of payment.
- b. The COUNTY reserves the right to accept or deny any revisions to the programmatic report. The AGENCY shall submit reports with the current date of submittal or will be required to resubmit the report with the accurate date.
- c. Any AGENCY that has received three (3) or more notices of deficiencies with programmatic reporting may be deemed in breach of this Contract and/or subject to penalty, as indicated in **Attachment D** of this Contract. This subparagraph in no way limits the County’s right to terminate this Contract pursuant to the terms of Article III of this Contract.

**ARTICLE XII
FUNDING, FEES, AND REVENUE**

1. Funding:

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$318,171.

- b. Funding for this Contract shall be at the sole discretion of the Orange County Board of County Commissioners. Execution of this Contract does not guarantee funding in subsequent years for such services.

2. Fees and Revenue:

- a. The AGENCY shall report to the COUNTY all fees collected in the performance of this Contract on a quarterly basis. The AGENCY’S fees for programs or services funded by the COUNTY shall be reported on the quarterly report form and indicate all revenue generated from the collected fees. When such fees are changed, the COUNTY shall receive immediate notification in writing from the AGENCY with appropriate justification.
- b. The COUNTY will not reduce the AGENCY’S budget(s) as a result of the revenue generated by fees as long as the fees are utilized for COUNTY CCC-funded program purposes. The AGENCY shall not use collected fees for capital expenditures. Documentation of the use of revenues for program purposes must be maintained and will be subject to COUNTY evaluation, monitoring, and/or audit.
- c. Any fees collected for services shall be collected in accordance with the COUNTY regulations and policies and any applicable state, federal, and/or local rules and/or regulations.
- d. Failure by the AGENCY to comply with these requirements may result in repayment or a reduction or denial of future COUNTY funds.

**ARTICLE XIII
EQUAL OPPORTUNITY AND NONDISCRIMINATION**

- 1. The COUNTY’S policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability, or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the COUNTY’S relevant Administrative Regulations. It is also the county policy that person(s) doing business with the county shall recognize and comply with this policy and that the COUNTY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:
 - a. The AGENCY shall adopt and maintain, or provide evidence to the COUNTY that the AGENCY has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Contract.
 - b. The AGENCY agrees that, on written request, the AGENCY shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this contract; provided, that the contractor shall not be required to produce for inspection records covering periods of time more

than one year prior to the date of this Contract.

- c. The AGENCY agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs “a” and “b” of this Section shall be incorporated into and become a part of the subcontract.

**ARTICLE XIV
OTHER CONDITIONS**

1. **Authority of Signatory:** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Contract. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Contract as stated.
2. **Severability:** The provisions of this Contract are declared by both parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties renegotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.
3. **Applicable Law and Venue:** This Contract and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. All claims, controversies, or disputes arising out of this Contract shall be settled as required by this contract or by law in the Circuit Court for the Ninth Judicial Circuit, Orange County, Florida.
4. **Jury Waiver:** The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any right they might have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Contract.
5. **Attorneys’ Fees and Costs:** Unless otherwise explicitly stated in this Contract, the parties shall each bear their own costs, expert fees, attorneys’ fees, and other fees incurred in connection with this Contract and any litigation that arises either directly, or indirectly, from this Contract.
6. **Liability:** The COUNTY shall not be liable to the AGENCY for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, any breach of this Contract, regardless of any notice of the possibility of such damages.
7. **Remedies:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights,

power, or remedy hereunder shall preclude any other or further exercise thereof.

8. **Amendments or Modifications:** Any changes, amendments, or modifications to this Contract shall be made in writing, approved by all parties, and attached to the original Contract. Except as provided herein, any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by the legally authorized representatives of both parties, and attached to the original of this Contract.
9. **Independent Contractor:** The parties agree that the relationship between the COUNTY and the AGENCY that is established by this Contract is that of independent contractors. Nothing in this Contract shall be construed to create any agency or employment relationship between the COUNTY or any of its employees and the Contractor or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.
10. **Scrutinized Companies.** By executing this Contract, the AGENCY certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the COUNTY for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Contract, the AGENCY certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel. The COUNTY reserves the right to terminate this Contract immediately should the AGENCY be found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
11. **Debarment and Suspension:** The COUNTY reserves the right to debar, suspend, or debar and suspend the AGENCY in accordance with Section 17-314 ("Suspension and Debarment") of the Orange County Code should the AGENCY fail to meet the standards as outlined in that Section of the COUNTY'S Code.
12. **Licenses and Permits:** The AGENCY shall obtain and maintain throughout the term of this Contract all licenses and permits required for its operations under federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
13. **Program Location:** All program(s) and service(s) shall be located in appropriate settings that are convenient, safe, clean, and well maintained. The parties shall work together to secure program locations in cooperation with other NCF agencies.
14. **Staff-to-Youth Ratio Requirement:** For all group activities the AGENCY shall abide by the staff-to-youth ratio range that is between the ratio established by its written policy and procedures and the ratio stated in Section 402.305(4), Florida Statutes. If the staff-to-youth ratio does not meet the minimum standard of care as stated in Section 402.305(4), Florida Statutes, the AGENCY shall increase staff-to-youth ratios to meet these minimum standards. Section 402.305(4), Florida Statutes, states the minimum staff-to-youth ratio for on-site group activities for children five (5) years of age or older there must be one (1) childcare personnel staff to every twenty-five (25) children; for field trips and other off-site activities Chapter 65C-22.001, Florida Administrative Code, requires one (1) extra adult, in addition to the on-site requirement. This standard shall be required for all

programming paid for with funds under this Contract. The AGENCY will ensure that the staffing pattern is adequate and is adjusted to meet programmatic needs. The AGENCY shall adjust its staffing ratio to meet any ratio update required by Florida Statutes that occurs during the Contract Year.

15. **Grievance Procedures:** The AGENCY agrees to establish a formal written grievance process with procedures through which clients and recipients of Services may present grievances to the governing authority of the AGENCY regarding Services being provided under this Contract. Additionally, the AGENCY agrees to establish fair hearing procedures that ensure all persons will be advised of their rights to a fair hearing to appeal a denial or exclusion from Services and/or the failure of staff to consider the individual's choice of service. The AGENCY'S internal grievance procedure must document and include, at a minimum, the following: date of grievance, a written response to the applicant, within thirty (30) days, the opportunity for the applicant to meet with the AGENCY Executive Director and/or designee. Upon request by the COUNTY, the AGENCY shall provide a written report as to the grievance outcome within five (5) normal COUNTY working days. The AGENCY will maintain these documents on file for review by the COUNTY.

16. **Agency or Program Modification:** The AGENCY agrees to report in writing any changes related to this program in administrative staffing and/or changes on the Board of Directors, AGENCY composition (including, but not limited to, AGENCY name change, resignation, and/or termination of AGENCY'S Executive Director, President/CEO, and/or merger acquisition). The AGENCY shall provide written notification of any such changes to the COUNTY'S Manager of the CCC or designee within five (5) normal COUNTY working days of AGENCY becoming aware of such change. The AGENCY shall inform the COUNTY ninety (90) days prior to any organizational merger or entity acquisition and the COUNTY reserves the sole exclusive right to terminate this Contract.

17. **Requested Information:** The AGENCY must submit requested documents to the COUNTY within five (5) normal COUNTY working days. If the AGENCY requires that their board approve the release of documents to the COUNTY, it must be obtained within five (5) normal COUNTY working days. Failure to provide requested documents within five (5) normal COUNTY working days may result in stop payment of funds or termination of this Contract.

18. **Incident Reporting and Client Risk Prevention:** An incident report shall be created and maintained at the AGENCY for the following: in the event the AGENCY'S staff or subcontractor becomes aware of an occurrence of any incident of injury to a client receiving program Services through the COUNTY, requiring medical treatment by a licensed physician; any lawsuit entered into or against the AGENCY, all allegations of any kind of abuse, neglect, or exploitation of the AGENCY'S clients with the exception of those AGENCIES whose primary function is working with those that have been abused, neglected or exploited unless the allegation is against an AGENCY staff member; media coverage relating to the media expressing an interest in a case or issue concerning a client of the AGENCY or an employee on the AGENCY premises, a fire, hostage situation, bomb threat, epidemic or any circumstance which may impact the service provision. All occurrences shall be verbally communicated directly to COUNTY staff no later than 10:00

a.m. the following business day via telephone to the COUNTY. All incident reports shall be made available to the COUNTY upon request and maintained at the AGENCY. These reporting requirements shall in no way supersede the requirements for notification of allegations of abuse/neglect/exploitations to the State of Florida Abuse Hotline, as mandated in Chapter(s) 39 and 415, Florida Statutes.

19. **Orange County Logo:** The AGENCY shall include the statement: "This program is funded in full or part by Orange County, Florida", or similar language approved by the COUNTY on all materials including, but not limited to, videos, newsletters, brochures, letterheads, annual reports, news articles, press releases, and signage used by facilities where the COUNTY funded services are provided.
20. **No Third-Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
21. **Unauthorized Purpose:** The AGENCY shall not use the COUNTY'S funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.
22. **Software Installation:** The AGENCY shall request approval in writing from the COUNTY prior to installation of any software on COUNTY computer equipment. All software installations must be supervised by COUNTY technical support staff and proof of licensing is required. Upon completion, the AGENCY is responsible for reconfiguring the computers back to the original state.
23. **Leased Property:** The AGENCY shall not modify, or change from its original structural condition or configuration, any property leased with the assistance of COUNTY funds including, but not limited to, buildings, trailers, real estate, or equipment, without prior written approval by the COUNTY'S Manager of the CCC.
24. **Participant's List:** The AGENCY agrees to maintain an accurate list of all participants involved in the program. In addition, registration forms with a signed parent/guardian authorization, if applicable, must be kept on file and shall be made available to the CCC upon request within five (5) normal COUNTY working days.
25. **Field Trips:** Orange COUNTY funds may not be used to support any overnight and/or out of Central Florida travel unless approved by the COUNTY'S Manager of the CCC or designee in advance. The AGENCY must have on file for field trip(s) that each participant, adult or minor, must have a signed release of liability form releasing the COUNTY from any liability. If the participant is a minor, the release must be signed by a parent/guardian. Central Florida is defined as Orange, Osceola, Seminole, Brevard, Lake, Polk, and Volusia Counties.
26. **Service Location and Equipment:** The AGENCY must request in writing and said request must be approved in writing by the COUNTY'S Manager of the CCC or designee, prior to any change in the dates, times, and locations of services provided in this Contract.
27. **Noncompliance Standards:** The AGENCY shall be responsible for adhering to all terms

and conditions of this Contract. Noncompliance may result in penalties as stipulated in **Attachment D**.

28. **Force Majeure.** The parties shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond a party's control so long as the party's delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the parties cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that existed at the time this Contract was executed.
29. **Entire Agreement:** This Contract, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.
30. **TRUTH IN NEGOTIATION CERTIFICATE:** Signature of this Contract by the AGENCY shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of this Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

IN WITNESS WHEREOF, this Contract has been fully executed on behalf of the parties by their duly authorized representatives, as of the date first above written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Carrie Mathes 6.21.2022

Carrie Mathes, MPA, CFCM, CPPO,
CPM, CPPB, APP
Procurement Division Manager

Zulay Millan, CPPO, CPPB, FCCM
Procurement Division Assistant Manager

Boys & Girls Clubs of Central Florida, Inc.

Gary W. Cain
Signature

Gary W. Cain
Printed Name

President & CEO
Official Title

May 2, 2022
Date

ATTACHMENT A
Scope of Work
Y22-2100
Save Our Students
Teen Outreach Community Events

Summary

In response to an increase in violent crime involving youth, Orange County Mayor Jerry L. Demings convened a 37-member citizen-led “Citizens’ Safety Task Force to assess the impetus of the increase and provide recommendations designed to combat the problem. To meet the goal, the task force reviewed data, listened to presenters and subject matter experts, engaged the community, and developed strategies and solutions around four pillars...prevention, intervention, enforcement, and prosecution. The task force was given 120 days to seek solutions to reduce incidents of gun violence and other violent crimes.

Of the Task Force recommendations, the Orange County Citizens’ Commission for Children was tasked with investing in the types of programs that connect youth to prosocial caring adults on an ongoing basis, engaging youth in life skills and leadership training; arts, technology, educational enrichment activities; community service projects; youth events; employment; and academic success. Known as “Positive Youth Development” these programs offer youth mentorship, conflict resolution skill-building, life skills training, jobs and job skill training, and support for academic success.

Summary of the Services

The Boys & Girls Clubs of Central Florida, Inc. will partner with the faith-based community from May 2022 to September 2022 to provide outreach events for at-risk youth in Orange County. Bishops Kelvin L. Cobaris and D. Pressley along with local law enforcement, have identified multiple strategies for reaching teens in Orange County with opportunities for them to participate in safe, positive events on a drop-in basis. The organizers aspire to redirect children who may be at risk for negative influences. These outreach and recruitment events will provide structured activities including gaming and movie/carnival nights in conjunction with messages from the faith-based community.

Responsibilities of the Provider

The Boys & Girls Clubs of Central Florida, Inc. shall provide the following services: MOU Agreements with faith-based leaders, targeted marketing, volunteer recruitment, background screenings, programming that include positive messages and youth connections to prosocial and caring adults including mentors, life skills providers, etc., and/or enrollment in structured programming.

Positive Messaging Topics will include:

- Combating peer pressure
- Choosing friends wisely
- Navigating experiences with Law Enforcement
- Career Exploration
- Positive Conflict Resolution

Activities

- Different themed events include, but are not limited to: End of School Year Party, Community Carnivals, Block Party, Silent Headphone Party, Back to School Bash, Fall Festival, etc.
- Activities will include but not be limited to: positive messaging from community partners, contests, giveaways, food, music, carnival games, school supply giveaways, etc.

Program Locations:

Ten communities have been identified by utilizing B&G locations and County facilities. They are as follows:

Apopka (Apopka Branch), **Bithlo/Christmas** (Bithlo Community Park), **Carver Shores** (Universal Orlando Foundation Branch), **East South Orlando** (Capehart Park), **Eatonville** (Joe R Lee Branch), **Parramore** (Levy Hughes Branch), Pine Hills (Walt Disney World Clubhouse), Taft (Sphaler Center), West Lakes (Bradley Otis Branch), and Winter Garden (West Orange Branch).

The agency will host an estimated total of 40 events throughout Orange County. These events will take place Friday and/or Saturday evenings from 6:00pm – 9:00pm. from May 20, 2022 to Sept 30, 2022. Years 2 and 3 will begin October 1 and conclude September 30th.

At least 100 teens are anticipated at each event. To ensure appropriate staff to student ratios are maintained, the agency will prepare for the maximum number and release staff/volunteers as needed. The agency will also maintain a list of standby staff/volunteers that can be contacted should ratios be exceeded.

Eligibility

Orange County youth between the ages of 13-18.

Drop-Ins

The agency will require all participants to sign-in upon arrival. Teens who may not have a prior history with the club will be required to complete a registration form, but because of the nature of the program parental consent will not be mandatory.

Agency Responsibilities:

Monthly Progress Reports shall contain the following information:

- Number of student participants by event/location.
- Number of events and summary of activities by event/location.
- Number of Speaking Engagements and topics by event/location.
- Number of agencies that participated in the event by event/location.
- Monthly Marketing ad Recruitment efforts
- Include lease affidavits for all vendors
- Documentation of monthly expenditures (food, vendors, etc.)

Marketing and Recruitment

The Boys & Girls Clubs, Inc. will incorporate email, social media and direct contact with youth in schools in close proximity to the service areas.

Personnel

Each event will be supported by Boys & Girls Clubs of Central Florida, Inc. staff and faith-based leaders, along with community volunteers which will include local law enforcement. Law enforcement will be present at each event to ensure security and also to positively interact with the attendees. Certain sites and events will also be supported by Orange County Parks and Recreation Staff.

Performance Measure – Focus Area(s): Juvenile Prevention/Diversion

Agencies with service delivery methods and/or strategies (practice model) that includes services designed to prevent children from entering the juvenile justice system and/or reducing any further involvement of children currently in the juvenile justice system. These programs will include programs (i.e. Afterschool programs, tutoring, mentoring, and/or other prevention-based programming).

Program Deliverables:

- # of youth who are connected to prosocial caring adults and/or structured activities

OR

and % of program participants who show improvement and/or maintain prosocial behaviors as observed by staff.

- Sign-in sheets that include student initials

**Attachment B
Y22-2100
Save Our Students
Teen Outreach Community Events**

Location	Program	Service to be Provided	Unit of Service	Total Units to be Delivered (Estimated)	Unit Rate	Total
Apopka	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Bithlo/Christmas	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Carver Shores	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
East/South Orlando	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Eatonville	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Parramore	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Pine Hills	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Taft	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
West Lakes	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Winter Garden	Positive Youth Development	Event	Months	4	7,954.26	31,817.04
Total						\$318,170.40

1. The COUNTY shall pay the AGENCY an amount not to exceed **\$318,170.40**, such amount being the total compensation to be paid by the COUNTY for services provided under this contract, subject to the availability of funds.
2. The COUNTY shall pay a rate of \$7,954.26 per event, per site.
3. The AGENCY shall invoice the COUNTY monthly, not more than ten (10) working days after the first of the month. The AGENCY shall not allocate any portion of the cost of the services invoiced under this contract to any other funding source. To the extent allowed by law, the AGENCY shall report the names, case numbers, and dates of all actions taken on behalf of this contract.

ATTACHMENT C
AUTHORIZED AGENT

AGENCY: Boys & Girls Clubs of Central Florida, Inc.
AGENCY ADDRESS: 101 E. Colonial Drive, Orlando, FL 32801
AGENCY TELEPHONE NUMBER: (407) 841-6855
AGENCY FAX NUMBER 407-872-7796
AUTHORIZED AGENT: Gary Cain
TITLE: Chief Executive Officer
E-MAIL ADDRESS: gcain@bgccf.org

ATTACHMENT D

NONCOMPLIANCE STANDARDS

The AGENCY may be found non-compliant by the COUNTY'S CCC for the following reasons and subject to the penalties indicated.

A. Level One (1) Noncompliance includes, but is not limited to:

1. Failure to submit required reports in a complete, accurate, and/or timely manner.
2. Failure to maintain appropriate support documentation.
3. Failure to reconcile discrepancies in reported data and support documentation.
4. Failure to comply with a requirement of this Contract.
5. Program or financial negligence, inefficiency, or error.
6. Failure to meet contracted Outcomes.
7. Failure to provide the required Units of Service within acceptable limits of schedules.

Penalties for Level One (1) Noncompliance include, but are not limited to:

1. Delay of payment or reduction of funding.
2. Written notice of Noncompliance.
3. Written notice of required actions.

B. Level Two (2) Noncompliance includes, but is not limited to:

1. Repeated or multiple instances of Level One (1) Noncompliance.
2. Failure to comply with written notice of required action(s) for Level One (1) Noncompliance.
3. Failure to comply with a requirement of this Contract.
4. Failure to meet contracted Outcomes.

Penalties for Level Two (2) Noncompliance include, but are not limited to:

1. Delay of payment or reduction of funding.
2. Any Level One (1) penalty.

C. Level Three (3) Noncompliance includes, but is not limited to:

1. Repeated or multiple instances of noncompliance at Level One (1) or Level Two (2).
2. Continued failure to comply with written notice or required action from the COUNTY'S CCC.
3. Falsified or non-existent source documents or other records.
4. Continued fiscal or program inefficiency, negligence, or incompetence.

5. Failure to provide programs or services.
6. Achievement of outcomes cannot reasonably be expected within this Contract period.
7. Fraud or other breach of this Contract.
8. Failure to comply with a requirement of this Contract.

Penalties for Level Three (3) Noncompliance include, but are not limited to:

1. Immediate stop-work order from COUNTY'S CCC.
2. Termination of this Contract.
3. Delay of payment and/or reduction of Contract funding and adjustments of payments.
4. Evaluation, monitoring, and/or audit of AGENCY.
5. Contract amendment to include, but not limited to, cost reimbursement and monthly reporting.
6. Recommendation to the COUNTY'S Procurement Division for suspension from future COUNTY Contracts.

The COUNTY'S CCC shall determine, on a case-by-case basis and based upon the severity of the instances of noncompliance, the number of infractions that shall cause movement from one (1) level of noncompliance to another. Nothing in this section shall limit the COUNTY'S CCC from moving to other levels of noncompliance or penalties.

D. Appeal Process

1. Level One (1) or Level Two (2) Noncompliance penalties that do not include a reduction of Contract funding may not be appealed.
2. The AGENCY which has received non-compliance penalties must, within five (5) normal COUNTY working days from receipt of notice, notify the COUNTY'S Manager of the CCC in writing of their intent to appeal the penalty. This notification must include all relevant facts and reasons why the penalty should not be imposed.
3. The COUNTY'S Manager of the CCC and/or designee shall respond in writing to the appeal notice. Such response will be sent to the Authorized Agent and/or designee of the AGENCY. If the AGENCY fails to appeal, the noncompliance penalties shall stand.
4. The decision of the COUNTY'S Manager of the CCC and/or designee will be final.

If the COUNTY'S Manager of the CCC and/or designee affirms the Level Three (3) penalties, either through the appeal process or through non-appeal, the Manager of the COUNTY'S Procurement Division will be notified and requested to review the facts to determine if there are sufficient grounds for a suspension and/or debarment.

E VERIFICATION CERTIFICATION
Contract No. Y22-2100

ATTACHMENT E

NAME OF AGENCY: _____ (referred to herein as
"AGENCY")

ADDRESS OF AGENCY:

The undersigned does hereby certify that the above-named Agency:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

TERM CONTRACT #Y22-2100

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____