

**CONTRACT BETWEEN
CHILDREN'S SERVICES COUNCIL OF LEON COUNTY
AND
[VENDOR NAME]**

THIS CONTRACT is entered into this 1st day of February 2024, by and between _____ (hereinafter referred to as the "Vendor"), and the Children's Services Council of Leon County, an independent special district and a political subdivision of the State of Florida (hereinafter referred to as "CSC Leon").

WHEREAS, CSC Leon published its *Family Resource Center Management Invitation to Negotiate* which requested proposals from Vendors for funding to support the creation, implementation, coordination and management of such services between February 1, 2024, and September 30, 2026 (the "ITN"); and

WHEREAS, the Vendor responded to the ITN by submitting its proposal in accordance therewith (the "Proposal"); and

WHEREAS, the Governing Council of CSC Leon has authorized and approved funding for the services described in the Proposal in the amount described herein; and

WHEREAS, the Parties desire to enter into the Contract pursuant to which the Vendor will provide the contemplated children's services in exchange for receipt of such funding.

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

1. *Scope of Services:*
 - A. The Vendor shall perform the work and services ("Scope of Services") as set forth in Attachment 1 attached to this Contract in a satisfactory and proper manner and in accordance with recognized child welfare practices as reasonably determined by CSC Leon.
 - B. The Vendor agrees to provide services only to Leon County residents with the funding provided by CSC Leon hereunder.
 - C. Entry into this mutual Contract constitutes agreement by the Vendor to provide services in the manner described in the ITN and Proposal submitted by the Vendor.
2. *Data Collection:* The Vendor is required to collect and report the following from all FRCs. All data must be input into the Services and Activities Management Information System (SAMIS). You are permitted to use SAMIS to store non-CSC funded program participant data.

- A. Basic demographic details for all children, youth and families “members” served.
 1. Programs will be required to gather demographic data to help CSC Leon better understand the types of children, youth and families accessing services including but not limited to age, grade, race, gender, zip code, and school.
 - B. Participation Data
 1. Number of children/youth/parents “members” at the FRC
 2. Number of children/youth/parents “drop in” at the FRC
 3. Number, frequency, and types of activities and/or referrals completed/given, by member type (member vs drop in)
 - C. FRC Activity Data
 1. Number of activities/events/programs conducted at the FRC.
 2. Number and types of community partnerships established.
 3. Other relevant information based on logic model.
 - D. Family Functioning Assessments
 1. FRCs will be required to administer periodic Family Functioning assessments with FRC family “members” to measure gains in protective factors and family functioning resulting from their “membership” experience. The assessment tools must be administered at or near enrollment and then at six months and 18 months. The tools are validated survey instruments selected and provided by CSC Leon. All assessment tools and training will be provided after the award notification.
 - D. “Member” Satisfaction Survey (using CSC Leon-provided questionnaire)
 1. To contribute to CSC Leon’s composite picture of program quality, FRCs will be required to administer a short satisfaction survey periodically based on FRC utilization by individual members to identify both program strengths and areas for improvement. Results will be accessible by the program to help improve quality and better meet the needs of families in the future.
 - F. Community Partnership Satisfaction Survey (using CSC Leon-provided questionnaire)
 1. To contribute to CSC Leon’s composite picture of program quality, FRCs will be required to administer a short satisfaction survey periodically based on FRC utilization by partners to identify both program strengths and areas for improvement. Results will be accessible by the program to help improve quality and better meet the needs of families in the future.
3. *Performance Indicators:* The Vendor is required to meet the following process measures and program outcomes. These will be calculated by the data input into SAMIS:

Process Measures:

- A. FRC will meet or exceed its membership recruitment and retention goals each year (defined by program in program design, item I).

B. 95% of family “members” will complete a Family Functioning Pre-Service Assessment within the first two weeks of enrollment.

C. 80% of family “members” who completed a Family Functioning Pre-Service Assessment will complete a second assessment six months later.

D. 65% of family “members” who completed a Family Functioning six-month Assessment will complete a third assessment 18 months later.

Program Outcomes:

E. 85% of family “members” who complete the Family Functioning Assessments at enrollment and six months will show gains in at least one subscale of the instrument.

F. 85% of family “members” who complete the Family Functioning Assessments at enrollment and eighteen months will show gains in at least one subscale of the instrument.

G. 95% of family “members” who complete at least two administrations of the Family Functioning Assessment will have no findings of verified child maltreatment within 12 months after completion of the second assessment.

H. 90% of “members” indicate they are satisfied or highly satisfied with their FRC membership.

H. 90% of community partners indicate they are satisfied or highly satisfied with their FRC partnership.

4. *Contract Deliverables:* The Vendor shall submit proof of completion of the scope of services and contract deliverables as specified in Attachments 1 and 2 of this Contract. To ensure that effective program delivery mechanisms and robust performance measurement systems are implemented, the Vendor shall participate in post-award trainings, workshops and mentoring opportunities offered or approved by CSC Leon to strengthen its ability to report program outcome measures.

5. *Term:* All work and services required by this Contract shall be performed between February 1, 2024, and September 30, 2026, unless otherwise mutually agreed to in writing by CSC Leon and the Vendor.

6. *Personnel:* The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the Scope of Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with CSC Leon. All work and services required hereunder will be performed by the Vendor, or under its supervision, and all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under applicable federal, state, and local law, statutes, and ordinances to perform such work or services. The Vendor, its employees, volunteers, and subcontractors are mandated

to immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, an aged person or a disabled adult to the Florida Abuse Hotline using the statewide toll-free telephone number (1-800-962-2873), as required by Chapters 39 and 415, Florida Statutes.

The Vendor is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, or joint venture with CSC Leon. The Vendor shall assume the sole and exclusive responsibility for the payment of wages, including overtime, to all its employees for services performed by them under this Agreement and shall at all times adhere to the requirements set forth in the Fair Labor Standards Act. Vendor shall, with respect to said employees, be responsible for withholding federal income taxes, FICA, and any other applicable withholding, paying federal social security taxes, maintaining unemployment insurance, and

7. *Compensation:* Unless determined otherwise by CSC Leon in its sole discretion, this is a fixed price Contract. In exchange for acceptable performance of the Services, CSC Leon agrees to pay, and Vendor agrees to accept, the fixed price of \$XXX,XXX.XX. The Vendor shall receive funding disbursements in accordance with the CSC Leon Fiscal Guidelines and based on the approved budget included as Attachment 3. The funding disbursements shall include the initial disbursement that will cover program expenses from February 1, 2024, to April 15, 2024, and quarterly disbursements thereafter that shall coincide with the review and approval of quarterly reporting. A renewal/budget amendment shall be initiated on or around August 1, 2024. The renewal/budget amendment shall include four quarterly disbursements that will coincide with the review and approval of quarterly reporting. The CSC Leon Fiscal Guidelines are accessible on CSC Leon's website. The Vendor will be required to submit proper documentation of all expenditures as part of its contract deliverables as set forth in the CSC Leon Fiscal Guidelines. The funding awarded hereunder is solely for the provision of FRC Management services from February 1, 2024, through September 30, 2026. Future funding awarded to the Vendor, if any, for services thereafter will be based on additional competitive procurement processes conducted by CSC Leon which the Vendor may apply for, in its sole discretion, subject to the provisions hereof. The obligation of CSC Leon to provide funding to any applicant or programmatic service Vendor for any future year or period of time is subject to annual budget and appropriation.

8. *Reports:* The Vendor will submit the following reports utilizing the online portal supplied by CSC Leon:

- a. An "Implementation Status Report" is due on April 7, 2024, and then quarterly thereafter on the 7th of July and October 2024; January, April, and July. If the Vendor is approved for the third site expansion, implementation status reports will also be due in January, April and July 2026. The report shall include, at minimum, a brief narrative on the status of location acquisition, staffing, community partnerships, services and membership. Additional elements may be required.

- b. A “Data and Budget Report” is required on April 7, 2024, and then quarterly thereafter on the 7th of the July and October 2024; January, April, July and October 2025; January, April and July 2026. The report shall include, at minimum, a brief narrative, status report on data collection efforts, and overview of expenditures from the reporting period. Additional elements may be required.
- c. A “Monthly Membership and Activities Report” is due on the 7th of every month starting in March 2024. The report will include demographic data of children, youth and families served, number of meetings, number of events, types of supports provided, etc.
- d. An “Expansion Feasibility Study” will be completed by no later than October 1, 2025. This assessment will include a program narrative, outcome findings to date, compliance with data collection and reporting requirements, continued neighborhood needs, and availability of funds for the implementation of a third FRC location.
- e. A “Renewal Eligibility Assessment” must be completed by no later than May 1, 2026. This assessment will include an updated program narrative, preliminary outcome findings, a SWOT analysis of the program, expansion plan, compliance with enhanced data collection and reporting requirements based on external evaluation findings, and budget request for continued funding beyond September 30, 2026.
- f. A “Final Report” is required by no later than October 15, 2026. The report shall include, at minimum, a complete program narrative, final distribution records, and a detailed expenditure report.
- g. Unspent funds are required to be returned to CSC Leon by no later than December 31, 2026, to avoid fines or exclusion from future funding opportunities. Funded entities may return the funds via mail postmarked by December 31, or place a sealed envelope clearly labeled with the entity’s name and contact person in the drop box at CSC Leon’s office located at 2002 Old St. Augustine Road, Suite A-50, Tallahassee, FL 32301.
- h. Upon execution of this Contract, the Vendor will designate in writing to CSC Leon, a member of the Vendor’s staff who will be responsible for submission of all Vendor reports to CSC Leon, and for administration of this Contract on behalf of the Vendor. All contact with the Vendor regarding such reporting and administration will be directed to the attention of that designated individual and, as appropriate, the executive director.
- i. All reports prepared by the Vendor shall be submitted via email to:

Dina Snider, Director of Finance and Operations
Children’s Services Council of Leon County

dsnider@cscleon.org

- j. Failure to provide any report required by this section may result in the return of funds by the Vendor to CSC Leon and may impact the Vendor's ability to access future funding from CSC Leon.

9. *Termination of Contract for Cause:* If the Vendor fails to fulfill, in a timely and proper manner, any of its obligations under this Contract, or if the Vendor violates any of the covenants, Contracts, provisions, or stipulations of this Contract, CSC Leon shall have the right to terminate this Contract by giving written notice of such termination to the Vendor, specifying the reasons for the termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. The Vendor shall be entitled to keep pro rata compensation for any work or services satisfactorily completed prior to the effective date of termination and return all other funds not expended to CSC Leon. Notwithstanding such termination, the Vendor shall be and remain liable to CSC Leon for all damages sustained by, and costs or expenses incurred by CSC Leon by virtue of any breach of the Contract by the Vendor. In so far as allowed by Florida law, CSC Leon shall have a right to request compensation from the Vendor the amount of any damage sustained by CSC Leon by virtue of the Vendor's breach of this Contract and any other amounts owed to CSC Leon by the Vendor. The Vendor acknowledges that any termination of this Contract for clause may disqualify the Vendor from consideration for additional funding by CSC Leon in the future.

10. *Termination of Contract for Convenience of CSC Leon:* CSC Leon may terminate this Contract in whole or in part at any time by giving written notice to the Vendor of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. If this Contract is terminated by CSC Leon as provided herein, the Vendor will be required to return any and all unexpended funds which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services of the Vendor covered by the Contract.

11. *Reversion of Assets:* Upon expiration or other termination of this Contract, the Vendor shall transfer to CSC Leon any remaining Funds not properly expended or obligated at the time of expiration on or before October 31, 2025. Failure to do so may result in CSC Leon exercising its right to seek any available remedies at law or in equity.

12. *Assignment:* The Vendor shall not assign, transfer, or otherwise convey any interest in this Contract without the prior written consent of CSC Leon.

13. *Performance Monitoring:* CSC Leon will monitor the performance of the Vendor with respect to completion of the activities identified in the Scope of Services. Failure to accomplish these activities will constitute noncompliance with this Contract. If action to correct noncompliance is not taken by the Vendor within a reasonable time period after being notified

by CSC Leon, contract suspension or termination procedures will be initiated. The Vendor's obligation to CSC Leon shall not end until all closeout requirements are completed.

The Vendor will be subject to monitoring and quality site visits throughout the contract period. During a prearranged monitoring visit, a CSC Leon team member will request access to specific items that may include personnel files for all CSC-funded staff (paid and volunteers) including completed background checks, organizational policies, program files, insurance certificates, back up of expenditures, payroll, etc. A checklist of required items will be provided at least 24 hours in advance of a scheduled visit.

The Vendor will also be required to attend training on the relevant data collection tools and the data collection system, SAMIS, before any funds are dispersed. These trainings will be offered both in person and virtually.

14. *Data Security*: Recipients of CSC Leon funds are reminded of their vital responsibility to protect sensitive and confidential data and take all reasonable and appropriate actions to prevent the inadvertent disclosure, release, or loss of sensitive personal information. CSC Leon advises that personally identifiable, sensitive, and confidential information about CSC Leon-supported programs or program participants not be housed on portable electronic devices. If portable electronic devices must be used, they should be encrypted to safeguard data and information. These devices include laptops, CDs, disc drives, flash drives, external hard drives, etc. Programs also should limit access to personally identifiable information through proper access controls, such as password protection and other means. Program data should be transmitted only when the security of the recipient's systems is known and is satisfactory to the transmitter.

15. *Indemnification*: The Vendor shall indemnify, save and hold CSC Leon, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Vendor, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Contract. Should CSC Leon, as a result of the performance or lack thereof by or on behalf of the Vendor, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend CSC Leon funds to complete or correct such performance, the Vendor, upon demand by CSC Leon, shall refund and reimburse CSC Leon for all sums so reimbursed or expended by CSC Leon.

16. *Attorney Fees*: Nothing in this Contract shall be construed to deny either party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Contract or to recover damages as a result of a breach of this Contract.

17. *Notice:* All notices required herein shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Contract shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Vendor: **NAME, TITLE**
 ORGANIZATION
 ADDRESS
 CITY, STATE, ZIPCODE

Notice to CSC Leon: Cecka Rose Green, Executive Director
 Children’s Services Council of Leon County
 2002 Old St. Augustine Rd., Suite A-50
 Tallahassee, FL 32301

18. *Equal Employment Opportunity:* The Vendor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, sexual orientation, gender, national origin, marital status, familial status, or any other basis prohibited by applicable law. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by CSC Leon setting forth the provisions of this nondiscrimination clause. The Vendor shall incorporate this provision in all subcontracts for services provided under this Contract.

19. *Nondiscrimination Under Title VI of Civil Rights Act of 1964:* The Vendor covenants and promises that it will fully comply with Title VI of the Civil Rights Acts of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the recipient received financial assistance from CSC Leon.

20. *Americans with Disabilities Act:* The Vendor covenants and promises that it will, to the greatest extent feasible, comply with the Americans with Disabilities Act, as amended, which focuses on the areas of employment, public accommodations, state and local government services, and telecommunications.

21. *Local, State & Federal laws and ordinances:* The Vendor covenants and promises that it will fully comply with applicable local, state, and federal laws and ordinances.

22. *Interest of Members of CSC Leon and Others:* No officer, member or employee of CSC Leon and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

23. *Interest of the Vendor:* The Vendor on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work and services required to be performed under this Contract. The Vendor, on behalf of itself and its officers and officials, further covenants that in the performance of this Contract, no person having such interest shall be employed.

24. *Financial Management:* The Vendor agrees to comply with the Financial Accounting Standards Board, Statement of Financial Accounting Standards 116 and 117. The Vendor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Internal controls are systems of policies and procedures designed to promote and protect sound financial management practices, including the development and implementation of a check signing policy that requires two signatures on checks for purchases over a specified amount in accordance with the policies and procedures adopted by the Vendor's Board of Directors. Furthermore, the policy specifies that no Vendor staff, including the executive director, can sign a check written to him/her or written for cash. The policy also includes specifications and internal safeguards (direct board oversight) regarding making withdrawals from the Vendor's account.

25. *Audits, Records, and Retention:* The Vendor agrees to the following:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.

c. Upon completion or termination of the Contract and at the request of CSC Leon, the Vendor will cooperate with CSC Leon to facilitate the duplication and transfer

of any said records or documents during the required retention period as specified in paragraph b above. CSC Leon may reproduce any written materials generated as a result of the Vendor's work.

d. To assure that all records required to be maintained by the Vendor hereby shall be subject at all reasonable times to inspection, review, or audit by CSC Leon, Federal, state, or other personnel duly authorized by CSC Leon.

e. To permit persons duly authorized by CSC Leon to audit and have full access to and the right to examine any of the Vendor's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as those records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

g. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:

1. Keep and maintain public records required by CSC Leon to perform the Services required under this Contract.

2. Upon request from CSC Leon's custodian of public records, provide CSC Leon with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Contract and following termination of the Contract if the Vendor does not transfer the records to CSC Leon.

4. Upon termination of the Contract, transfer, at no cost, to CSC Leon all public records in possession of the Vendor or keep and maintain public records required by CSC Leon to perform the Services required hereunder. If the Vendor transfers all public records to CSC Leon upon termination of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon termination of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSC Leon, upon request from CSC Leon's custodian of public records, in a format that is compatible with the information technology systems of CSC Leon.

5. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-764-2966 OR INFO@CSCLEON.ORG.

h. The Vendor shall maintain client data documenting client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, description of services provided, and participant outcomes, including data utilized to determine participant outcomes. Such information shall be made available to CSC Leon monitors or their designees for review upon request.

i. The Vendor recognizes that client information collected under this Contract may be private, confidential or exempt from disclosure as a public record in which case the use or disclosure of such information, when not directly connected with the administration of the Vendor's responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

26. *Insurance:* The Vendor shall procure and maintain for the duration of this Contract, General Liability Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Vendor. The General Liability Insurance coverage should be not less than \$1 million per occurrence, \$2 million general aggregate. Upon contract signing, the applicant shall furnish CSC Leon with a current Certificate of Insurance (COI) listing CSC Leon, 2002 Old St. Augustine Rd., Ste. A-50, Tallahassee, FL 32301 as the additional insured Certificate Holder with respect to general liability and automobile liability (if applicable). General liability coverage cannot be waived.

If children or youth will be transported by, or on behalf of, the program Vendor, whether in applicant-owned, rental, or non-owned vehicles, the applicant must comply with the following requirements:

1. All drivers must have a valid driver's license with the appropriate class certification (if applicable), and a copy of each driver's license must be on file with the applicant.

2. All vehicles must be insured with a minimum coverage of \$1,000,000.

3. A transportation permission form must be signed by the parent or legal guardian of each child being transported, and a copy of each form must be on file with the applicant.

27. *Subrogation.* In the event of loss, damage, or injury to Vendor and/or Vendor's property, Vendor shall look solely to any insurance in its favor without making any claim against

the Council. Vendor hereby waives any right of subrogation against the Council, for loss, damage, or injury within the scope of Vendor's Insurance, and on behalf of itself and its insurer, waives all such claims against the Council.

28. *Entire Agreement.* This Contract, including its Attachments and other incorporated documents, contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract. No other agreements regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

29. *Amendment.* The parties may, from time to time, amend this Contract. Such amendments must be mutually agreed upon in writing by CSC Leon and the Vendor and set forth in a written document executed by duly authorized representatives of the parties to this Contract.

30. *Severability.* If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

31. *No Third-Party Benefits.* The parties to this Contract do not intend any provision of this Contract to create any third-party beneficiaries or to confer any benefit or enforceable right upon anyone other than the parties hereto.

32. *Sovereign Immunity.* This Contract shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the CSC Leon under the laws or Constitution of the State of Florida.

33. *Compliance with Laws.* In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws, rules and regulations. During the term of this Contract, the Vendor shall ensure that it is duly organized, validly existing and in good standing under the laws of Florida. If the CSC Leon becomes aware that a Vendor's corporate status has been administratively dissolved or is otherwise not active, the CSC Leon may terminate the Contract if the Vendor does not have its corporate status reinstated within thirty (30) days written notice by the CSC Leon.

34. *Waiver of Jury Trial and Remedies.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every 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 right, power or remedy hereunder shall preclude any other or further exercise thereof.

35. *Public Entity Crimes.* The Vendor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or replay on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for Category Two (currently \$35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list.

36. *Time.* Time is of the essence in all respects under this Contract.

37. *Contract Waiver.* CSC Leon reserves the right to waive requirements of this CSC Leon Contract and its Attachments when warranted.

38. *Scrutinized Companies.*

a. Vendor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel and shall execute the CSC Leon's "Vendor Certification Form Regarding Scrutinized Companies". Pursuant to section 287.135, Florida Statutes, the CSC Leon may immediately terminate this Contract, at its sole option, if the Vendor or any of its subcontractors are found to have submitted a false certification; or if the Vendor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

b. The Vendor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

c. The Vendor agrees that the certifications in this section shall be effective and relied upon by the CSC Leon for the term of this Contract, including any and all renewals.

d. The Vendor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Vendor shall immediately notify the CSC Leon of the same.

e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. *E-Verify.* Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Vendor shall:

a. Represent that it (1) uses the E-Verify system to verify the work authorization status of all its new employees or (2) does not use the E-Verify system and to represent that it is legally exempt from doing so. The Vendor also represents that it requires its subcontractor(s) who may be used to provide services as part of this contract to (1) use the E-Verify system to verify the work authorization status of all its new employees or (2) if the subcontractor does not use the E-Verify system, to represent that the subcontractor is legally exempt from using the E-Verify system.

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement. CSC Leon may seek from contractor attested confirmation of its status as using E-Verify or that it is legally exempt from doing so. Failure of provide such attested confirmation is a material breach of this contract;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Acknowledge that section 488.095(5)(c)3, Florida Statutes, permits CSC Leon to terminate this contract if it has a good faith belief that its contractor has knowingly violated section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract; and

f. Be aware that if the CSC Leon terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CSC Leon as a result of the termination of the Agreement.

40. *Non-Exclusive Basis.* The services provided by Vendor hereunder are provided on a non-exclusive basis and CSC Leon expressly reserves the right to contract with others for similar services.

41. *Constitutional Prohibition:* The Vendor shall not use grant funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

IN WITNESS THEREOF, CSC Leon and the Vendor have executed this Contract as of the date first above written.

CHILDREN’S SERVICES COUNCIL OF LEON COUNTY

By: Cecka Rose Green
Its: Executive Director

Date: February __, 2024

[VENDOR NAME]

By: _____
Its: _____

Date: February __, 2024

DRAFT

ATTACHMENT 1: SCOPE OF SERVICES
ATTACHMENT 2: CONTRACT DELIVERABLES
ATTACHMENT 3: APPROVED BUDGET

DRAFT