

SEMINOLE COUNTY PUBLIC SCHOOLS MIDWAY SAFE HARBOR CENTER AGREEMENT

THIS AGREEMENT is made and entered this 22 day of Nov, 2005, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **SEMINOLE COUNTY PUBLIC SCHOOLS**, a Florida non profit corporation, whose address is 400 E. Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as the "SCPS".

W I T N E S S E T H:

WHEREAS, the SCPS operates a facility in the Midway area of Seminole County, known as the Midway Safe Harbor Center, which provides programs to school children residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2005, through September 30, 2006, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days' written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the SCPS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the SCPS after the SCPS has received notice of termination. Upon said termination, the SCPS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The SCPS shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide extension services with extensive outreach and recreational activities and programs to school children residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue From Other Sources. The SCPS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by the SCPS during the term of this Agreement. It is understood that the SCPS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby the SCPS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification.

(a) SCPS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY

may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to SCPS or whomsoever, resulting out of SCPS's fraud, defalcation, dishonesty, or failure of SCPS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SCPS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement to the extent permitted by law as set forth in Section 768.28, Florida Statutes.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to SCPS by registered or certified mail addressed to SCPS at the address provided hereinafter. Upon receiving such notice, SCPS, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in SCPS's defense of any such action, suit or proceeding to the extent that any suit or proceeding is determined to be on account of any actions of officers or employees of SCPS acting within the course and scope of their authority and as permitted by law as set forth in Section 768.28, Florida Statutes.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the SCPS up to a maximum sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for all services provided hereunder by the SCPS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that the SCPS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SCPS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2006.

Section 8. Reporting Requirements. The SCPS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY during the term of this Agreement;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing

goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of the agency, any problems that might exist for the agency and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, the SCPS shall submit on a quarterly basis, a financial report reflecting total agency receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, the SCPS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the SCPS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the SCPS after the SCPS has received such notice of termination. In the event there are any unused COUNTY funds, the SCPS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. The SCPS shall allow the COUNTY, its duly authorized agent and the public access to such of the SCPS's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with *Chapter 119 and Section 1002.22, Florida Statutes*.

Section 11. Audit. The SCPS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2006, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Manager, Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

FOR SCPS

Marjorie Murray, President/Director
Seminole County Public Schools Midway Safe Harbor Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SCPS shall abide by all

statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the SCPS as provided hereinabove.

Section 16. Equal Opportunity. The SCPS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 17. Conflict of Interest.

(a) The SCPS agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The SCPS hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of SCPS to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the SCPS hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

ATTEST:

SEMINOLE COUNTY PUBLIC SCHOOLS

William Vogel

WILLIAM VOGEL, Ed.D., Superintendent

By: Jeanne Morris
JEANNE MORRIS, Chairman

Date: 11/22/05

STATE OF FLORIDA)

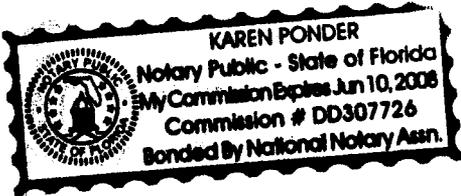
COUNTY OF Seminole

I HEREBY CERTIFY that, on this 22 day of Nov, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JEANNE MORRIS and WILLIAM VOGEL, Ed.D., as Chairman and Superintendent, respectively, of SEMINOLE COUNTY PUBLIC SCHOOLS, a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced na as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Karen Ponder

Notary Public in and for the County and State Aforementioned

(Notary Seal)



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

SED/lpk
10/31/05 11/4/05
safe harbor

3 Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Seminole County Community Service Agency Report Form
3. Exhibit C - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: SEMINOLE COUNTY PUBLIC SCHOOLS
MIDWAY SAFE HARBOR CENTER
AGENCY ADDRESS: 400 East Lake Mary Blvd. Sanford, FL 32773
PRESIDENT/DIRECTOR NAME: MARJORIE MURRAY
AGENCY PHONE NUMBER: 407-320-0244
AGENCY FAX NUMBER: 407-320-0293
AGENCY E-MAIL: Marjorie_Murray@scps.k12.fl.us
PRESIDENT/DIRECTOR E-MAIL: Marjorie_Murray@scps.k12.fl.us

The above agency will provide the following services for the residents of Seminole County during FY 2005-2006:

I. List the service(s) you plan to provide with Seminole County funds.

Service	Description (Define a unit of service)
1. Teen Sports & Rec.	One hour
2. Business Enterprise Program	One hour
3. Presentations/Exhibitions/Demonstrations (Character, etc.)	One evening
4. Computer lab (Summer)	One hour
5. Swim Program (Summer)	One hour
6. Transportation (Summer)	Per trip date
7. Adult/Teen Wellness	One hour

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2005-September 2006)?

Service	Number of County funded units
1. Teen Sports & Rec.	441 (3/hrs/day*3/day/wk*49/wks)
2. Business Enterprise Program	441 (3/hrs/day*3/day/wk*49/wks)
3. Presentations/Exhibitions/Demonstrations (Character, etc.)	12-48 (a minimum of one evening per month to a maximum of 4 evenings per month)
4. Computer lab (Summer)	300 (3/hrs/day*5/days/wk*10/wks)
5. Swim Program (Summer)	64 (4/hrs/day*4/days/wk*4/wks)
6. Transportation (Summer)	16 (4/days/wk*4/wks)
7. Adult/Teen Wellness	150 (5/hrs/day*3/days/wk*10/wks)

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Teen Sports & Rec.	28.00
2. Business Enterprise Program	25.00
3. Presentations/Exhibitions/Demonstrations (Character, etc.)	250-1000
4. Computer lab (Summer)	25.00
5. Swim Program (Summer)	17.00
6. Transportation (Summer)	112.00
7. Adult/Teen Wellness	28.00

IV. How did you determine the unit cost defined in question (III.)?

Service	How Unit Cost determined
1. Teen Sports & Rec.	SCPS lead teacher contract pay-rate of 24.05 + 15.48% (Fed) = 27.77
2. Business Enterprise Program	SCPS teacher contract pay-rate of 21.86 + 15.48% (Fed) = 25.24
3. Presentations/Exhibitions/Demonstrations (Character, etc.)	Professional motivational speaker/presenter rate for one evening
4. Computer lab (Summer)	SCPS teacher contract pay-rate of 21.86 + 15.48% (Fed) = 25.24
5. Swim Program (Summer)	SCPS OPS employee pay-rate of 15.00 + 15.48% (Fed) = 17.32
6. Transportation (Summer)	SCPS hourly field trip rate of 28/hr * 4hrs/day = 112.00
7. Adult/Teen Wellness	SCPS lead teacher contract pay-rate of 24.05 + 15.48% (Fed) = 27.77

Not to exceed \$ 50,000

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Seminole County Public Schools: Safe Harbor Center
 Original and One Copy to: Kelly Metcalf, Program Manager
 400 W. Airport Blvd., Sanford 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	0	0	0	0	0	0		\$0.00

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

EXHIBIT C
PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2005

Program Logic Model – Date Revised: Existing New

Agency: _____
Program Locations: _____

Program: _____

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITES AND RESOURCES	EVALUATION	OUTCOMES