

AMENDMENT #3

CONTRACT Y20-2003

**THE UNIVERSITY OF CENTRAL
FLORIDA BOARD OF TRUSTEES**

EFFECTIVE DATE: February 1, 2022

By mutual agreement, the subject contract is changed as follows. ADDITIONS are indicated with an underline and DELETIONS are indicated with a ~~strikethrough~~.


This contract is changed as follows:

1. The total amount of the contract has changed from \$50,000 to \$68,601, an increase of \$18,601.
2. Attachment A Scope of Work, is replaced in its entirety by Attachment A Scope of Work (Rv 2) and attached herein.

All other terms and conditions remain unchanged.

**THE UNIVERSITY OF CENTRAL
FLORIDA BOARD OF TRUSTEES**

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

DocuSigned by:

 2C791F55E031407...

 Signature



 Signature

Rebecca Hanus

 Printed/Typed Name

Alina Hernandez Fernandez, Contracts Supervisor
~~Contracting Agent, Procurement Division~~

AHF

Assistant Director-Contracts

 Title

February 23, 2022

 Date

4/4/2022

 Date

Attachment A Scope of Work (Rv 2)

Project: Capacity Building Seminar

Amount of Funding

The amount to be paid to the AGENCY for services rendered is \$68,601 for the cost of personnel and all other related operating costs, including an administrative cost not to exceed twenty-five percent (25%) of the total award for services associated with managing the funding allocated for the Capacity Building Seminar, insuring that the funding is expended in the most effective and efficient manner possible, and insuring that the amount of funding allocated is not over expended.

Services to be Rendered

The AGENCY will provide the following services:

The University of Central Florida (UCF), (hereinafter AGENCY) shall conduct a "Capacity Building Seminar" for Orange COUNTY nonprofit organizations, with the goal of increasing the capacity of these organizations. This training seminar shall be made available for up to forty (40) participants (one senior staff member and one volunteer board member) from twenty (20) Orange COUNTY nonprofit organizations. The training seminar shall focus on 1) governance, including board roles and responsibilities, governance processes and tools (i.e., organizational bylaws, and board position descriptions, 2) strategic planning and program evaluation, 3) financial management, including accounting and financial reporting, and 4) grant writing. Modes of training shall include, but not be limited to in-person and web-based. The goal of the Capacity Building Seminar is to provide essential training to nonprofit organizations. Training will better equip nonprofit organizations to successfully compete for Orange County funding, as well as grants from other sources including local, state, and federal governments. The AGENCY shall submit a project timeline for all activities associated with the provision of the capacity building seminar for approval by the COUNTY prior to commencement of activities. All activities for the coordination and execution of the capacity building seminar shall begin upon Contract execution and shall conclude with the submission of the final report to the COUNTY, no later than September 30th.

Recruitment and Selection of Project Participants

The AGENCY shall be responsible for recruitment of nonprofit organizations to attend the Capacity Building Seminar. As part of recruitment, the AGENCY shall announce this training opportunity to the community using methods that include, but are not be limited to, placing public notices in the Orlando Sentinel, El Sentinel, La Prensa and the Orlando Times newspapers, website(s), newsletters, and forwarding press releases to radio and television stations that target audiences that include Hispanic, Haitian, Asian and other minorities.

Nonprofit organizations referred by Orange County Citizens' Commission for Children will also be invited to participate in the Capacity Building Seminar.

The AGENCY shall follow established guidelines for the screening and selection of seminar participants. The AGENCY will review applications submitted by nonprofit organizations and shall select at maximum twenty (20) organizations to participate in the seminar.

Preference shall be given to organizations that meet the following criteria:

1. Participant nonprofit organizations must be a 501(C)(3) not-for-profit organization with a health and human service mission that is both located and provides services in Orange County, Florida.
2. Participant nonprofit organizations must be in operation for a minimum of one (1) year.
3. Nonprofit organizations will be encouraged to have two (2) or at minimum one (1) organization leader (preferably senior staff member and a volunteer board member) participate in all in-person and web-based sessions by:
 - a. attending the orientation/overview session.
 - b. committing three (3) hours a week to review materials and to seek input from staff, board members, and other volunteers.
 - c. participating in web-based sessions and attending in-person sessions.
 - d. submitting assignments online and participating in class discussions.
4. Nonprofit organizations that have access to computer hardware and software as well as internet connection to access web-based course materials.
5. Nonprofit organizations that commit to working with graduate research assistants to complete assignments.
6. Nonprofit organizations with budgets of \$500,000 or less and those who have not previously received funding from Orange County Government in the past five (5) years. In the selection process, nonprofit applicants shall be ranked based on the following point system:
 - Five Points- Received no previous funding from Orange County
 - Four Points- Received Orange County funding of \$200K or less
 - Three Points - Received Orange County funding >\$200K- \$300K
 - Two Points - Received Orange County funding >\$300K- \$400K
 - One Point- Received Orange County funding >\$400K- \$500K

In the event of a tie after the evaluation of the organizations' applications, priority shall be given to the nonprofit organization(s) that received the least amount of funding from Orange County Government during the past five (5) years, followed by the nonprofit organization with the smallest agency budget.

Training for Nonprofit Organizations and Deliverables

The Agency shall select the twenty (20) organizations to participate in the Capacity Building Seminar. To assess the need for training, each nonprofit organization will complete a comprehensive self-assessment. UCF faculty, staff, and/or graduate research assistants will provide customized technical assistance to nonprofit organizations guided by results from the initial assessment. Each seminar will include pre/post surveys to evaluate the level of increased knowledge, skills, and abilities gained from the curriculum and plans for continued

organizational development. Web-based content and in-person sessions will provide an overview of principles encompassing the central theme of nonprofit management.

The four topics of the instructional modules shall be:

1. **Essentials of Nonprofit Governance.** This module will cover the basics of nonprofit governance emphasizing board roles and responsibilities, governance processes and tools such as organization bylaws, and board position descriptions.

Deliverable: Participants will begin to create or update a Central Florida Foundation Nonprofit Search Profile.

2. **Strategic Planning & Program Evaluation.** This module will cover the basics of the establishment of a mission, vision, and logic model to establish goals, guide organizational activities, and measure accomplishment of stated goals, as well as on evaluating organizational and programmatic activities to assess whether strategic planning goals and/or grant-funded requirements were achieved.

Deliverable: Participants will review and (if necessary) revise their organizational mission and vision statements, create a logic model, and begin to identify measures for implementation. Participants will understand the importance of measuring the extent to which organizational and programmatic goals are accomplished and will implement measures for assessment.

3. **Financial Management.** This module will provide a general overview of key financial terms and principles of nonprofit financial management, accounting, and financial reporting, including a review of the IRS Form 990 requirements, and strategies to ensure financial accountability.

Deliverable: Participants will review three years (as available) of organization's financial reports and develop a business plan for the next three years to increase organization's sustainability. Participants will develop policies and procedures that focus on organizational accountability.

4. **Grant Writing.** This module will present an overview of the narrative components required in the grant writing process, as well as the financial components of a grant proposal.

Deliverable: Participants will understand the importance and uniqueness of each narrative component of a grant proposal as well as development of an accurate program budget. Special emphasis will be placed on the narrative and budget components required in the Orange County Citizens' Review Panel Fund Distribution Process funding proposal.

Tools

- The Agency shall afford that each nonprofit organization will have access to an online webpage that will include content and communication tools. The website will have definitions and sample documents of best practices related to each module. In addition, the website will provide the opportunity for discussion and question and answer (Q&A) forums throughout the training experience. Course instructors will develop the content and facilitate web-based discussions.
- Upon commencement of the training seminar, the Agency will provide each nonprofit organization representative:

Technical Assistance

The Agency shall provide a total of twenty (20) hours of customized technical assistance for each participating nonprofit organization as outlined below:

- Customized, technical assistance will be provided by UCF faculty, staff and/or graduate research assistants.
- The technical assistants will meet with participants to assist in drafting the Nonprofit Search Portrait, required attachments, and other organizational documents as needed.
- Technical assistance will be provided both live and asynchronous.
- Technical assistance will be made available via face-to-face meetings, telephone, e-mail, or Skype.
- Technical assistants will receive direct supervision and support as needed.

Certificate of Completion

The Agency shall award a certificate of completion to each participant at the successful conclusion of the Capacity Building Seminar.

End-of-Project Reporting

- By September 30th, the AGENCY shall also provide the COUNTY a Final Project report detailing the project.

AMENDMENT #2
CONTRACT Y20-2003

EFFECTIVE DATE: October 1, 2021

By mutual agreement, the subject contract is changed as follows. ADDITIONS are indicated with an underline and DELETIONS are indicated with a ~~strikethrough~~

This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2021 through September 30, 2022.

All other terms and conditions remain unchanged.

**THE UNIVERSITY OF CENTRAL
FLORIDA BOARD OF TRUSTEES**

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

Rebecca Hanus
Signature

Wonkiasha Washington
Signature

Rebecca Hanus

Wonkiasha Washington,

Printed/Typed Name

Print/Type Name

Assistant Director, Sponsored Programs-Contracts

Contracting Agent

Title

Title

9/21/2021
Date

09/27/2021
Date

AMENDMENT #1

CONTRACT Y20-2003

EFFECTIVE DATE: October 1, 2020

By mutual agreement, the subject contract is changed as follows. ADDITIONS are indicated with an underline and DELETIONS are indicated with a ~~strikethrough~~

This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2020 through September 30, 2021.
2. Article VII, Background Screening of Employees and Volunteers, section 3, is deleted in its entirety from the contract.
- ~~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.~~
3. Attachment A Scope of Work, is replaced in its entirety by Attachment A Scope of Work (Rv 1) and attached herein.

All other terms and conditions remain unchanged.

**THE UNIVERSITY OF CENTRAL
FLORIDA BOARD OF TRUSTEES**

DocuSigned by:

Rebecca Hanus

20791F55E031497...

Signature

Rebecca Hanus

Printed/Typed Name

Assistant Director, Sponsored Programs

Title

3/25/2021

Date

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

Perry Davis

Signature

PERRY DAVIS

Perry Davis, C.P.M.

Contracts Supervisor, Procurement Division

Title

3/29/21

Date

Attachment A Scope of Work (Rv 1)

Project: Capacity Building Seminar

Amount of Funding

The amount to be paid to the AGENCY for services rendered is \$50,000 for the cost of personnel and all other related operating costs, including an administrative cost not to exceed twenty-five percent (25%) of the total award for services associated with managing the funding allocated for the Capacity Building Seminar, insuring that the funding is expended in the most effective and efficient manner possible, and insuring that the amount of funding allocated is not over expended.

Services to be Rendered

The AGENCY will provide the following services:

The University of Central Florida (UCF), (hereinafter AGENCY) shall conduct a "Capacity Building Seminar" for Orange COUNTY nonprofit organizations, with the goal of increasing the capacity of these organizations. This training seminar shall be made available for up to thirty (30) participants (one senior staff member and one volunteer board member) from fifteen (15) Orange COUNTY nonprofit organizations. The training seminar shall focus on 1) governance, including board roles and responsibilities, governance processes and tools (i.e., organizational bylaws, and board position descriptions, 2) strategic planning and program evaluation, 3) financial management, including accounting and financial reporting, and 4) grant writing. Modes of training shall include, but not be limited to in-person and web-based. The goal of the Capacity Building Seminar is to provide essential training to nonprofit organizations. Training will better equip nonprofit organizations to successfully compete for Orange County funding, as well as grants from other sources including local, state, and federal governments. The AGENCY shall submit a project timeline for all activities associated with the provision of the capacity building seminar for approval by the COUNTY prior to commencement of activities. All activities for the coordination and execution of the capacity building seminar shall begin upon Contract execution and shall conclude with the submission of the final report to the COUNTY, no later than September 30th.

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Nonprofit organizations referred by Orange County Citizens' Commission for Children will also be invited to participate in the Capacity Building Seminar.

The AGENCY shall follow established guidelines for the screening and selection of seminar participants. The AGENCY will review applications submitted by nonprofit organizations and shall select at maximum fifteen (15) organizations to participate in the seminar.

Preference shall be given to organizations that meet the following criteria:

1. Participant nonprofit organizations must be a 501(C)(3) not-for-profit organization with a health and human service mission that is both located and provides services in Orange County, Florida.
2. Participant nonprofit organizations must be in operation for a minimum of one (1) year.
3. Nonprofit organizations will be encouraged to have two (2) or at minimum one (1) organization leader (preferably senior staff member and a volunteer board member) participate in all in-person and web-based sessions by:
 - a. attending the orientation/overview session.
 - b. committing three (3) hours a week to review materials and to seek input from staff, board members, and other volunteers.
 - c. participating in web-based sessions and attending in-person sessions.
 - d. submitting assignments online and participating in class discussions.
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 - One Point- Received Orange County funding >\$400K- \$500K

In the event of a tie after the evaluation of the organizations' applications, priority shall be given to the nonprofit organization(s) that received the least amount of funding from Orange County Government during the past five (5) years, followed by the nonprofit organization with the smallest agency budget.

Training for Nonprofit Organizations and Deliverables

The Agency shall select the fifteen (15) organizations to participate in the Capacity Building Seminar. To assess the need for training, each nonprofit organization will complete a comprehensive self-assessment. UCF faculty, staff, and/or graduate research assistants will provide customized technical assistance to nonprofit organizations guided by results from the initial assessment. Each seminar will include pre/post surveys to evaluate the level of increased knowledge, skills, and abilities gained from the curriculum and plans for continued

organizational development. Web-based content and in-person sessions will provide an overview of principles encompassing the central theme of nonprofit management.

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- Upon commencement of the training seminar, the Agency will provide each nonprofit organization representative:

Technical Assistance

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- Customized, technical assistance will be provided by UCF faculty, staff and/or graduate research assistants.
- The technical assistants will meet with participants to assist in drafting the Nonprofit Search Portrait, required attachments, and other organizational documents as needed.
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Certificate of Completion

The Agency shall award a certificate of completion to each participant at the successful conclusion of the Capacity Building Seminar.

End-of-Project Reporting

- By September 30th, the AGENCY shall also provide the COUNTY a Final Project report detailing the project.

CONTRACT Y20-2003

between

ORANGE COUNTY, FLORIDA

and

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

related to

PROVISION OF COMMUNITY SERVICES AND FACILITY USE

THIS FIXED PRICE 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 **The University of Central Florida Board of Trustees**, a Florida public university, with an address at 12201 Research Parkway, Suite 501, Orlando, Florida 32826-3246, for the benefit of the AGENCY’s College of Community Innovation and Education (“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 the Scope of Work attached to this Contract as **Attachment “A”** (“Services”), which is hereby incorporated by reference and made a part of this Contract.
- b. The COUNTY’S Citizens’ Commission for Children (“CCC”) may offer the AGENCY technical assistance related to this Contract’s reporting requirements and may make reasonable changes to the AGENCY’S reporting procedures to better facilitate the documentation of program(s) efficiency and effectiveness. The AGENCY shall accept and implement the CCC’s technical assistance with reporting, changes to the AGENCY’S reporting procedures, and technical assistance with programmatic issues related to the provision of Services.
- c. The AGENCY will notify the COUNTY, in writing, if sufficient staff, facilities, and 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 of this Contract at the County’s sole discretion.

2. Documents:

- a. **Required Documentation:** The AGENCY shall ensure that all required documents are current and available for review by the COUNTY upon the COUNTY’S request.

These documents shall 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 Contract:

- Attachment A:** Scope of Work
- Attachment B:** Authorized Agent Form
- Attachment C:** Noncompliance Standards

ARTICLE II
Billing Requirements and Payment Methods

1. Payments:

- a. The COUNTY shall pay the AGENCY a fixed amount of, and not exceeding, fifty thousand dollars (\$50,000.00) as compensation for Services provided by the AGENCY in accordance with the terms and conditions of this Contract, including Attachment "A."
- b. As a condition of receiving any payments pursuant to this Contract, the AGENCY acknowledges and agrees to comply with its obligation to first provide the following to the COUNTY at its address listed in the Notices Article of this Contract:
 - i. A completed Delivery Order ("DO"); and
 - ii. A detailed categorical line-item budget that describes the amount of Contract funds that the AGENCY will use toward each categorical cost or expense including, but not limited to, salaries, etc. ("Budget").
- c. The COUNTY shall pay the AGENCY in three (3) installments during the term of this Contract:
 - i. Upon this Contract's execution by both parties and the AGENCY'S submission, and the COUNTY'S process, of a completed DO and Budget, the COUNTY shall make the first payment to the AGENCY for a sum of ten thousand dollars (\$10,000.00) for administrative costs.
 - ii. If the COUNTY determines that the AGENCY is in continuing compliance with the terms of this Contract, then the COUNTY will make the second payment to the AGENCY for a sum of twenty thousand dollars (\$20,000.00) no later than thirty (30) days after contract execution.
 - iii. If the COUNTY determines that the AGENCY is in continuing compliance with the terms of this Contract, then the COUNTY will make the third and final payment to the AGENCY for a sum of twenty thousand dollars (\$20,000.00) no later than thirty (30) days after August 30, 2020.

- d. The COUNTY shall not be responsible for payment to the AGENCY for work performed outside the Scope of Work as further described in **Attachment "A."** The COUNTY shall not be responsible for any costs or expenses that exceed fifty thousand dollars (\$50,000.00).
- e. Any revisions to the Budget that exceed plus (+) or minus (-) ten-percent (10%) of a Budget category requires prior approval from the COUNTY.
- f. **Local Government Prompt Payment Act.** The COUNTY shall make payments to the AGENCY for Services provided pursuant to this Contract in accordance with the Local Government Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.
- g. The COUNTY reserves the right to adjust compensation to the AGENCY in accordance with this Contract. This adjustment may be based on actual or projected delivery of Services or noncompliance with the terms and conditions of this Contract.
- h. 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 if documentation that substantiates outcomes and unit of services to be performed under the terms of this Contract are not provided in a manner that is deemed adequate at the COUNTY'S sole discretion; the COUNTY shall act in good faith when determining whether the aforementioned documentation has been provided to the COUNTY by the AGENCY in an adequate manner. The COUNTY shall forward to the AGENCY a Notice of Noncompliance, as referenced in **Attachment "C"** incorporated herein as a material part of this Contract should any deficiencies be noted in the COUNTY'S monitoring or audit. A formal report of the findings shall be forwarded by the COUNTY to the AGENCY detailing the complete findings.
- i. The AGENCY understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Contract which 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.

ARTICLE III

Term of Contract, Renewals, and Termination

1. **Term of Contract:** The term of this Contract shall begin upon this Contract's execution by both parties (the "Effective Date") and expire September 30, 2020, contingent upon 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. Each renewal of the Contract shall specify adjustments to be agreed upon by the parties at the time of renewal, to the funding amount, Scope of Work (Attachment "A"), and categorical line-item budget.

This Contract may be renewed for:

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

3. **Termination of Contract:**

- a. Either party may terminate this Contract, for its convenience, thirty (30) days after receipt by the other party of written notice of intent to terminate, except as set forth in this Article.
- b. It is further agreed that, in the event funds to finance all or part of this Contract do not become available, obligations of each party thereunder may be terminated upon no less than a twenty-four (24) hour notice in writing to the other party. Said written notice shall be delivered in accordance with Article IV herein. The COUNTY shall be the sole and final authority as to the determination of the availability of funds and as to how any available funds will be allocated among its various service providers.
- c. If the AGENCY breaches any terms of this Contract, the COUNTY may, by written notice of breach to the AGENCY, terminate the whole or any part of this Contract in any, but not limited to, of the following circumstances:
- i. If the AGENCY fails to provide the Services pursuant to the terms of this Contract within the time specified or any extension of the time specified; or
 - ii. If the AGENCY fails to properly and timely report its rendering of the Services to the COUNTY pursuant to the terms of this Contract.
- d. Any such written notice of breach shall be delivered to the AGENCY no less than (10) business days before termination, and shall be delivered in accordance with Article XIV.
- e. If the AGENCY materially breaches any term of this Contract, the COUNTY shall send a written notice of breach. If the AGENCY fails to correct the breach in a manner that the COUNTY, while exercising its sole discretion, deems adequate within seven (10) business days, the COUNTY may terminate this Contract in whole or in part, upon written notice to the AGENCY.

4. **In the event of Termination:** After receipt of a notice of termination, except as otherwise directed:
- a. The COUNTY shall:
 - i. Pay the AGENCY for all Services rendered in accordance with this Contract and any costs and non-cancelable obligations properly incurred by the AGENCY as of the date and time of the AGENCY'S receipt of the notice of termination.
 - b. The AGENCY shall:
 - i. Remit to the COUNTY any and all excess funds disbursed, from the date of termination. COUNTY and AGENCY agree that nothing in this provision 4(b)(i) shall be interpreted to require AGENCY to remit funds after the date of expiration of this Contract.
 - ii. Stop working under this Contract on the date of receipt and to the extent specified in the notice of termination.
 - iii. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - iv. To the extent possible, terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
 - v. Handle all property as directed by the COUNTY.
 - vi. 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 project, if any, without reimbursement, except for encumbered funds beyond those due as of the date of termination for services rendered to the termination date. In no event, however, shall AGENCY be required to incur charges in excess of COUNTY compensation.
 - vii. Take any other reasonable actions that pertain to performance under this Contract as directed in writing by the COUNTY.

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

As to the AGENCY: The University of Central Florida Board of Trustees
Office of Research
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

Copy to: The University of Central Florida Board of Trustees
Office of Research
Attn: Arlisia Potter
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246
apotter@ucf.edu or osp@ucf.edu

**ARTICLE V
INTELLECTUAL PROPERTY, PUBLICATION, AND NO WARRANTIES**

1. Intellectual Property:

- a. The term "Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data, databases and works of authorship.
- b. Intellectual Property developed solely by the COUNTY shall be solely and exclusively owned by the COUNTY. Intellectual Property developed solely by the AGENCY shall be solely and exclusively owned by the AGENCY. "Joint Intellectual Property" means any Intellectual Property developed jointly by the COUNTY and the AGENCY under this Contract. Joint Intellectual Property will be owned jointly by the COUNTY and the AGENCY, who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship.
- c. "Background Intellectual Property" means Intellectual Property which was in existence, prior to the period of performance of this Contract, or which is subsequently created or developed by a party so long as such creation or development was not in the course of this project. The parties agree that Background Intellectual Property of the COUNTY and the AGENCY is their separate property, respectively, and are not affected by this Contract. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party.

- d. Nothing in the Contract shall circumvent or restrict either party's pre-existing obligations with the U.S. government pertaining to any kind of Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either parties, and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.
- e. Notwithstanding any provision to the contrary in the Contract, AGENCY shall retain the right to practice any Intellectual Property invention and discovery developed hereunder for its own academic, non-commercial research and teaching purposes.

2. Publication:

Any research or research results generated in conjunction herewith under this Contract shall be published upon review of the COUNTY for its confidential information. COUNTY shall be provided copies of the proposed publication at least thirty (30) days prior to submission of the manuscript. Should COUNTY not object in writing to such disclosure of its confidential information within thirty (30) days of receipt, AGENCY shall be free to publish. AGENCY will furnish COUNTY with copies of the publication within sixty (60) days after acceptance of such publication.

3. No Warranties

AGENCY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. AGENCY MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

**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 II 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 II 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 providing that all Level II 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.

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

1. **No Indemnity:** Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. AGENCY warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by AGENCY. COUNTY and AGENCY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in 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 the 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)
- d. The AGENCY shall comply with its institutional policies and procedures set forth by its Department of Environmental Health and Safety.
- e. 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:

AGENCY participates in the State of Florida's Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by AGENCY. Under this program, AGENCY maintains General Liability coverage of \$200,000 each person and \$300,000 each occurrence, Workers' Compensation insurance of \$200,000 each person and \$300,000 each occurrence and Fleet Automobile Liability Coverage of \$200,000 each person, \$300,000 per occurrence and \$10,000 personal injury per occurrence.

**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. Upon two business days written notice to AGENCY, books, records, and accounts related to the performance of this Contract will 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, cancelled 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, outcomes 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. Upon two business days written notice, the AGENCY will 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.

2. **Monitoring and Evaluation:**

- a. The AGENCY shall expeditiously provide to the COUNTY upon written request, all data needed for the purpose of monitoring, evaluating and/or auditing the program(s) at the COUNTY'S sole discretion. This data shall include, but not be limited to, clients served, services provided, outcomes achieved, information on materials and services delivered, and any other data required, that may be required to adequately monitor and evaluate the services provided under this Contract. Nothing in this provision shall be interpreted as to require the AGENCY to violate any federal, State, or local laws, rules or regulations protecting identifiable data. 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 "C"**.
- b. Upon two business days written notice, the AGENCY, during regular business hours, 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. Upon two business days written notice, the AGENCY shall provide, during regular business hours, 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 reserves the right to seek 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: PublicRecordUnit@ocfl.net**

**ARTICLE X
CONFIDENTIALITY**

1. Should it be necessary for either party to receive confidential information, the disclosing party agrees to label in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, and delivered to the receiving party within thirty (30) days of the oral disclosure. The receiving party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. Confidential information does not include information that is:
 - a. Already known to the receiving party at the time of disclosure as evidenced by written record; or
 - b. Generally available to the public or becomes available to the public through no fault of the receiving party as evidenced by written record; or
 - c. Developed independently of and without reference to the confidential information as evidenced by written record; or
 - d. Received from a third party who had a legal right to disclose such information without restriction as evidenced by written record; or
 - e. Required by law or valid court order to be disclosed.
2. Upon written request of the disclosing party, the receiving party shall promptly return all confidential information of the disclosing party, together with all copies thereof provided, however, that receiving party may retain one (1) copy of confidential information solely for

its legal and archival purposes. The confidentiality obligations set forth in this provision shall survive for a period of three (3) years from the date of execution notwithstanding anything to the contrary in this provision, any inventions disclosed under this Contract shall be considered confidential information, whether labeled or not.

ARTICLE XI REPORTING

1. **Reports:** Reports under this Agreement shall be submitted as outlined in the Attachment A.
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 the **Attachment "C"** of this Contract, and may result in the withholding of payment until AGENCY has resolved any such non-compliance in accordance with the standards for compliance as indicated in **Attachment "C"**.
 - 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 the **Attachment "C"** 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 of and not exceeding \$50,000.00.
 - 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.

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 an become a part of the subcontract.

ARTICLE XIV OTHER CONDITIONS

1. **Authority of Signatory:** Each signatory below represents and certifies 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. **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.
5. **Liability:** Neither party shall be liable to the other 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.
6. **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.
7. **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.
8. **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 AGENCY 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.
9. **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.
10. **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.
11. **Program Location:** All program(s) and service(s) shall be located in appropriate settings that are convenient, safe, clean and well maintained.
12. **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 take into account 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.

13. **Agency or Program Modification:** The AGENCY agrees to report in writing any changes related to this program in administrative staffing. 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.
14. **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.
15. **Incident Reporting and Client Risk Prevention:** An incident report shall be created and maintained at the AGENCY, for purposes related to this Contract only, 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.
16. **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. Other than as set forth herein, COUNTY and AGENCY may not use each other's name or trademarks in any promotion, statement, advertisement, press release, or communications to the general public or any third party without each other's express written consent.

17. **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.
18. **Unauthorized Purpose:** The AGENCY shall not use the COUNTY'S funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.
19. **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.
20. **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.
21. **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.
22. **Priority Clients:** AGENCIES are encouraged to offer priority consideration for service to clients referred to the AGENCY by the Orange County Citizens' Commission for Children.
23. **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.
24. **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 "C"**.
25. **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 agreement 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.
26. **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:  May 20, 2020
Carrie Mathes, MPA, CFCM, CPPO, C.P.M.,
CPPB, APP
Manager, Procurement Division

ZMillan for CMathes

The University of Central Florida Board of Trustees



Jane Gentilini
Director – Contracts Office

5/6/2020

Date

Attachment A

Scope of Work

Project: Capacity Building Seminar

Amount of Funding

The amount to be paid to the AGENCY for services rendered is \$50,000 for the cost of personnel and all other related operating costs, including an administrative cost not to exceed twenty-five percent (25%) of the total award for services associated with managing the funding allocated for the Capacity Building Seminar, insuring that the funding is expended in the most effective and efficient manner possible, and insuring that the amount of funding allocated is not over expended.

Services to be Rendered

The AGENCY will provide the following services:

The University of Central Florida (UCF), (hereinafter AGENCY) shall conduct a "Capacity Building Seminar" for Orange COUNTY nonprofit organizations, with the goal of increasing the capacity of these organizations. This training seminar shall be made available for up to thirty (30) participants (one senior staff member and one volunteer board member) from fifteen (15) Orange COUNTY nonprofit organizations. The training seminar shall focus on 1) governance, including board roles and responsibilities, governance processes and tools (i.e., organizational bylaws, and board position descriptions, 2) strategic planning and program evaluation, 3) financial management, including accounting and financial reporting, and 4) grant writing. Modes of training shall include, but not be limited to in-person and web-based. The goal of the Capacity Building Seminar is to provide essential training to nonprofit organizations. Training will better equip nonprofit organizations to successfully compete for Orange County funding, as well as grants from other sources including local, state, and federal governments. The AGENCY shall submit a project timeline for all activities associated with the provision of the capacity building seminar for approval by the COUNTY prior to commencement of activities. All activities for the coordination and execution of the capacity building seminar shall begin upon Contract execution and shall conclude with the submission of the final report to the COUNTY, no later than September 30th.

Recruitment and Selection of Project Participants

The AGENCY shall be responsible for recruitment of nonprofit organizations to attend the Capacity Building Seminar. As part of recruitment, the AGENCY shall announce this training opportunity to the community using methods that include, but are not be limited to, placing public notices in the Orlando Sentinel, El Sentinel, La Prensa and the Orlando Times newspapers, website(s), newsletters, and forwarding press releases to radio and television stations that target audiences that include Hispanic, Haitian, Asian and other minorities. Nonprofit organizations referred by Orange County Citizens' Commission for Children will also be invited to participate in the Capacity Building Seminar.

The AGENCY shall follow established guidelines for the screening and selection of seminar participants. The AGENCY will review applications submitted by nonprofit organizations and shall select at maximum fifteen (15) organizations to participate in the seminar.

Preference shall be given to organizations that meet the following criteria:

1. Participant nonprofit organizations must be a 501(C)(3) not-for-profit organization with a health and human service mission that is both located and provides services in Orange County, Florida.
2. Participant nonprofit organizations must be in operation for a minimum of one (1) year.
3. Nonprofit organizations will be encouraged to have two (2) or at minimum one (1) organization leader (preferably senior staff member and a volunteer board member) participate in all in-person and web-based sessions by:
 - a. attending the orientation/overview session.
 - b. committing three (3) hours a week to review materials and to seek input from staff, board members, and other volunteers.
 - c. participating in web-based sessions and attending in-person sessions.
 - d. submitting assignments online and participating in class discussions.
4. Nonprofit organizations that have access to computer hardware and software as well as internet connection to access web-based course materials.
5. Nonprofit organizations that commit to working with graduate research assistants to complete assignments.
6. Nonprofit organizations with budgets of \$500,000 or less and those who have not previously received funding from Orange County Government in the past five (5) years. In the selection process, nonprofit applicants shall be ranked based on the following point system:
 - Five Points- Received no previous funding from Orange County
 - Four Points- Received Orange County funding of \$200K or less
 - Three Points - Received Orange County funding > \$200K- \$300K
 - Two Points - Received Orange County funding >\$300K- \$400K
 - One Point- Received Orange County funding >\$400K- \$500K

In the event of a tie after the evaluation of the organizations' applications, priority shall be given to the nonprofit organization(s) that received the least amount of funding from Orange County Government during the past five (5) years, followed by the nonprofit organization with the smallest agency budget.

Training for Nonprofit Organizations and Deliverables

The Agency shall select the fifteen (15) organizations to participate in the Capacity Building Seminar. To assess the need for training, each nonprofit organization will complete a comprehensive self-assessment. UCF faculty, staff, and/or graduate research assistants will provide customized technical assistance to nonprofit organizations guided by results from the initial assessment. Each seminar will include pre/post surveys to evaluate the level of increased knowledge, skills, and abilities gained from the curriculum and plans for continued organizational development. Web-based content and in-person sessions will provide an overview of principles encompassing the central theme of nonprofit management.

The four topics of the instructional modules shall be:

1. **Essentials of Nonprofit Governance.** This module will cover the basics of nonprofit governance emphasizing board roles and responsibilities, governance processes and tools such as organization bylaws, and board position descriptions.

Deliverable: Participants will begin to create or update a Central Florida Foundation Nonprofit Search Profile.

2. **Strategic Planning & Program Evaluation.** This module will cover the basics of the establishment of a mission, vision, and logic model to establish goals, guide organizational activities, and measure accomplishment of stated goals, as well as on evaluating organizational and programmatic activities to assess whether strategic planning goals and/or grant-funded requirements were achieved.

Deliverable: Participants will review and (if necessary) revise their organizational mission and vision statements, create a logic model, and begin to identify measures for implementation. Participants will understand the importance of measuring the extent to which organizational and programmatic goals are accomplished and will implement measures for assessment.

3. **Financial Management.** This module will provide a general overview of key financial terms and principles of nonprofit financial management, accounting, and financial reporting, including a review of the IRS Form 990 requirements, and strategies to ensure financial accountability.

Deliverable: Participants will review three years (as available) of organization's financial reports and develop a business plan for the next three years to increase organization's sustainability. Participants will develop policies and procedures that focus on organizational accountability.

4. **Grant Writing.** This module will present an overview of the narrative components required in the grant writing process, as well as the financial components of a grant proposal.

Deliverable: Participants will understand the importance and uniqueness of each narrative component of a grant proposal as well as development of an accurate program budget. Special emphasis will be placed on the narrative and budget components required in the Orange County Citizens' Review Panel Fund Distribution Process funding proposal.

Tools

- The Agency shall afford that each nonprofit organization will have access to an online webpage that will include content and communication tools. The website will have definitions and sample documents of best practices related to each module. In addition, the website will provide the opportunity for discussion and question and answer (Q&A) forums throughout the training experience. Course instructors will develop the content and facilitate web-based discussions.
- Upon commencement of the training seminar, the Agency will provide each nonprofit organization representative:

Technical Assistance

The Agency shall provide a total of twenty (20) hours of customized technical assistance for each participating nonprofit organization as outlined below:

- Customized, technical assistance will be provided by UCF faculty, staff and/or graduate research assistants.
- The technical assistants will meet with participants to assist in drafting the Nonprofit Search Portrait, required attachments, and other organizational documents as needed.
- Technical assistance will be provided both live and asynchronous.
- Technical assistance will be made available via face-to-face meetings, telephone, e-mail, or Skype.
- Technical assistants will receive direct supervision and support as needed.

Certificate of Completion

The Agency shall award a certificate of completion to each participant at the successful conclusion of the Capacity Building Seminar.

End-of-Project Reporting

- At the end of the program period, by August 30th, the AGENCY shall submit a final invoice to the COUNTY.
- By September 30th, the AGENCY shall also provide the COUNTY a Final Project report detailing the project, including initial assessment results and pre/post survey results for the seminar.

**ATTACHMENT B
AUTHORIZED AGENT**

| |
|--|
| AGENCY: The University of Central Florida Board of Trustees |
| AGENCY ADDRESS: 12201 Research Parkway, Suite 501 Orlando, Florida 32826-3246 |
| AGENCY TELEPHONE NUMBER: 407-823-3969 |
| AGENCY FAX NUMBER: 407-823-3299 |
| AUTHORIZED AGENT: Arlisia Potter |
| TITLE: Sr. Contracts Specialist |
| E-MAIL ADDRESS: apotter@ucf.edu |

**ATTACHMENT C
NONCOMPLIANCE STANDARDS**

The AGENCY may be found noncompliant by the COUNTY'S CCC for the following reasons, only if such reasons are applicable to the terms and conditions of the Contract, 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.

**ATTACHMENT C
(cont'd)**

NONCOMPLIANCE STANDARDS

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 noncompliance 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.