

**AGREEMENT BETWEEN HILLSBOROUGH COUNTY, FLORIDA
AND
ORGANIZATION**

THIS AGREEMENT, hereinafter referred to as “Agreement” dated this ____ day of _____, 2017, by and between Hillsborough County, a political subdivision of the State of Florida, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602, hereinafter referred to as “COUNTY” and _____, a not for profit corporation located at _____ hereinafter referred to as “ORGANIZATION”.

RECITALS

WHEREAS, the COUNTY believes it to be in the public interest to provide program services through the ORGANIZATION for the residents of Hillsborough County who are desirous of such services; and

WHEREAS, the COUNTY has examined the services and facilities of the ORGANIZATION, and found that the ORGANIZATION provides the facilities and services needed by the residents of Hillsborough County; and

WHEREAS, the COUNTY has determined that the best interests of its citizens will be served by entering into an Agreement with the ORGANIZATION for the development and administration of a County wide program provided by the ORGANIZATION.

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 are hereby acknowledged, the COUNTY and the ORGANIZATION agree as follows:

ARTICLE 1
Incorporation of the Recitals

The aforesaid recitals are true and correct and are incorporated herein by reference.

ARTICLE 2
Scope of Service

The ORGANIZATION shall provide the Scope of Services attached hereto as Exhibit “A” incorporated herein.

ARTICLE 3
Term of Agreement

This Agreement shall be effective for one year commencing on April 1, 2017 and ending on March 31, 2018 hereinafter referred to as “Term”.

The County Administrator, on behalf of the COUNTY, shall have the option to renew this Agreement unilaterally for successive one year periods not to exceed four renewal periods, upon its same

terms and conditions then in effect, and increase or decrease the not to exceed amount of annual funds payable by the COUNTY hereunder to reflect the adopted budget amount for the ORGANIZATION and may increase or decrease the corresponding units of service requirements proportionately.

ARTICLE 4
Consideration and Limitations of Costs

For its performance under this Agreement as described in Exhibit “A” and other applicable terms under this Agreement, the ORGANIZATION will receive funds from the COUNTY, on a reimbursement basis, in an amount not to exceed \$XXX for the Term. Notwithstanding the foregoing, if the ORGANIZATION fails to submit proper Request for Payment Forms totaling \$XXX for such period, then, any remaining portions thereof which the COUNTY has not reimbursed to the ORGANIZATION shall not be available for reimbursement.

If the COUNTY determines, through its inspection or review, that the ORGANIZATION has performed, or is performing less than the total agreed upon Units of Service, the total consideration paid to the ORGANIZATION shall be subject to a pro-rata reduction.

ARTICLE 5
Payment and Reporting Requirements

Expenditure and Payment of funds shall be made in accordance with the Method of Payment as identified in Exhibit “B” attached hereto and incorporated herein and the Request for Payment Form attached hereto as Exhibit “C” and incorporated herein. The COUNTY shall review and approve ORGANIZATION’S Method of Payment submission for conformance with this Agreement. The COUNTY shall not reimburse the ORGANIZATION for unallowable expenses.

If the ORGANIZATION fails to perform any obligation hereunder, the COUNTY may withhold or adjust the amount of payments due under the Agreement until all obligations are met. The total amount of funding available may also be adjusted as a result of reductions in the level of funding available to the COUNTY, and as a result of programmatic changes and budgetary revisions agreed to by the parties. If the COUNTY determines through its inspection or review that the ORGANIZATION has not performed or is not performing the total agreed upon services, payments to the ORGANIZATION shall be subject to a pro-rata reduction. If the ORGANIZATION fails to provide the services required to be performed under this Agreement, all rights to payment are forfeited.

The COUNTY shall not honor a late request for payment and will not be liable for non-payment of a late request. The ORGANIZATION shall submit its final Request for Payment Form, Program Performance Report Form attached hereto as Exhibit “D” and incorporated herein and any other required reports within 15 days of the termination or expiration of this Agreement. The COUNTY agrees to be bound by the applicable provisions of the Florida Prompt Payment Act, Florida Statutes Sections 218.70 et seq., in connection with this Agreement.

ARTICLE 6
Maintenance and Review of Records

The ORGANIZATION, and any of its subcontractors providing any services required to be performed by the ORGANIZATION under this Agreement, shall maintain adequate records and accounts including, but not limited to, property, personnel and financial records, and supporting

documentation to assure a proper accounting for all COUNTY funds received under this Agreement for a period of six years from the date of final payment to the ORGANIZATION under this Agreement or the Termination of this Agreement, whichever occurs later. Said six-year period is hereinafter referred to as the "Audit Period". The COUNTY and its authorized agents shall have the right, and the ORGANIZATION and its subcontractors, as applicable, shall permit the COUNTY and its authorized agents including but not limited to the County Internal Auditor, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all agreements, invoices, materials, accounts and records, to interview personnel and to review policies and procedures relating to all matters covered by this Agreement including, but not limited to, personnel and employment records for the Audit Period. All such records, accounts and documentation shall be made available to the COUNTY and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the Audit Period. The COUNTY'S right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The ORGANIZATION shall ensure that any subcontractors providing any services the ORGANIZATION is required to provide under this Agreement shall recognize the COUNTY'S right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the ORGANIZATION under this Agreement. If an audit is begun by the COUNTY or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article 6 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7

Financial Reports and Program Reporting Requirements

The ORGANIZATION may be asked to submit to the COUNTY within six months after the end of the ORGANIZATION'S fiscal year, and upon request by the COUNTY, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term. If the ORGANIZATION fails to provide its audited financial statements within the six month time period referenced above, then, the ORGANIZATION shall be in default of the Agreement. Notwithstanding the foregoing, the COUNTY may grant the ORGANIZATION an extension of the six month period to provide its audited financials, but such extension shall be solely at the COUNTY'S discretion.

Annually, the ORGANIZATION shall submit a Success Indicator Report, referenced in Exhibit "A", indicating the result towards achieving the program goal(s) by comparing actual outcomes to the projected outcomes as stated. The data used in creating said report may be less than a 12 month period. In such a case the ORGANIZATION may utilize projections of the data, noted as so, to complete the required reports.

ARTICLE 8

Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement for services. The inclusion of this statement and provisions below shall not be construed to imply that the ORGANIZATION has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the ORGANIZATION is acting on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the ORGANIZATION. As stated below, the ORGANIZATION may contact the COUNTY'S Custodian of Public Records with

questions regarding the application of the Public Records Law; however, the ORGANIZATION is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide the ORGANIZATION advice regarding its legal rights or obligations.

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) 813-272-1183
- ii) derbyb@hillsboroughcounty.org
- iii) Hillsborough County Social Services
601 E. Kennedy Boulevard, 24th Floor
Tampa, FL 33602

If, under this Agreement, the ORGANIZATION is providing services and is acting on behalf of the COUNTY as provided under Florida Statutes Section 119.011(2), the ORGANIZATION shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the COUNTY to perform the services.
- ii) Upon request from the COUNTY'S custodian of public records, 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 cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except at authorized by law for the duration of the Agreement term and following completion of the Agreement if the ORGANIZATION does not transfer the records to the COUNTY.
- iv) Upon completion of the Agreement, transfer at no cost to the COUNTY, all public records in possession of the ORGANIZATION or keep and maintain public records required by the COUNTY to perform the service. If the transfers all public records to the COUNTY upon completion of the Agreement, the ORGANIZATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ORGANIZATION keeps and maintains public records upon completion of the Agreement, the ORGANIZATION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

ARTICLE 9
Indemnification

The ORGANIZATION shall indemnify, hold harmless and defend the COUNTY and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the COUNTY (all of the foregoing, collectively, the “Indemnified Parties”) from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys’ fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the ORGANIZATION, its agents, subcontractors, assigns, heirs and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against to any of the Indemnified Parties by any employee of the ORGANIZATION, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the ORGANIZATION or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article 9 shall survive the termination of this Agreement.

ARTICLE 10
Insurance

The ORGANIZATION shall procure and maintain throughout the Term of this Agreement, on behalf of itself and the COUNTY, the insurance specified on, and as required by, Exhibit “E”, attached hereto and incorporated herein, and as stated herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The ORGANIZATION shall ensure that the COUNTY and its Board of County Commissioners are named as additional insured parties as to the actions of the ORGANIZATION, its employees, agents, assigns and subcontractors, performing or providing materials and/or services to the ORGANIZATION during the performance of this Agreement, on all auto liability policies and general liability policies required to be obtained by the ORGANIZATION pursuant to this Agreement, and all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for 30 days prior written notice to the COUNTY of any cancellation, intent not to renew or reduction in the policy coverage.

ARTICLE 11
Equal Opportunity; Non-Discrimination Clause

The ORGANIZATION shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The ORGANIZATION shall also comply with the requirements of all applicable federal, state

and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

At the time of execution of this Agreement, ORGANIZATION shall submit the information required by Hillsborough County's Equal Opportunity Requirements, which are attached hereto as Composite Exhibit "F" and incorporated herein, unless the ORGANIZATION has submitted such information within the past twelve months.

ARTICLE 12
Political Endorsement Prohibition

Pursuant to BOCC Policy No. 02.12.00.00, the ORGANIZATION shall not engage in political activities that promote or oppose a specific candidate.

ARTICLE 13
Statement of Assurance

During the performance of this Agreement, the ORGANIZATION assures the COUNTY that said ORGANIZATION is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, and the Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, in that the ORGANIZATION does not on the grounds of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation or gender identity or expression, discriminate in any form or manner against said ORGANIZATION'S employees or applicants for employment. Further, the ORGANIZATION assures compliance with the Americans with Disabilities Act of 1990, PL101-336, as applicable. The ORGANIZATION understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the ORGANIZATION herein assures the COUNTY that said ORGANIZATION will comply with Title VI the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State Laws, Executive Orders, and Regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The ORGANIZATION shall comply with 45 C.F.R. Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement to State, Local and Tribal Governments; 2 C.F.R. Part 376, Non Procurement Debarment & Suspension; 2 C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments; Florida Statutes Section 112.0455, Drug Free Workplace Act; and 45 C.F.R. Section 2543.87, Byrd Anti-Lobbying Amendment common rule; Single Audit Act of 1984, P.L. 98-502, as applicable to the Agreement.

ARTICLE 14
Conflict of Interest

The ORGANIZATION represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity; or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

Without receiving prior written authorization by the COUNTY, the ORGANIZATION shall not retain any individual or company with whom the ORGANIZATION or any individual member thereof has a financial or other conflict of interest; nor in fulfillment of this Agreement, do business with a for-profit entity in which the ORGANIZATION or any individual member has a financial or other interest therein.

The ORGANIZATION warrants to the COUNTY that no gifts or gratuities have been or will be given to any COUNTY employee or agent, either directly or indirectly, to obtain this Agreement.

ARTICLE 15
Compliance with Applicable Laws including HIPAA

The ORGANIZATION shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act (“HIPAA”), as amended, P.L. 104-191, 45 C.F.R. 160 and Part 164, as amended.

ARTICLE 16
Drug Free Workplace

The ORGANIZATION shall hereby assure the COUNTY that it will administer, in good faith, a policy designed to ensure that the ORGANIZATION is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 17
Public Entity Crimes

A person or affiliate who has been placed on the debarred vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as an ORGANIZATION, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.

The ORGANIZATION represents for itself and its affiliates that it is not prohibited from entering into this Agreement by Florida Statutes Section 287.133.

ARTICLE 18
Termination

In addition to the exercise of any other remedies available to it at law or in equity, the COUNTY may terminate this Agreement for the ORGANIZATION’S performance, as determined by the

COUNTY, upon no less than 24 hours prior written notice to the ORGANIZATION.

ARTICLE 19
Headings

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE 20
Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 21
Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE 22
Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits, the provisions of the Agreement shall control over the provisions of the exhibits.

ARTICLE 23
Governing Laws

This Agreement shall be governed by the laws, rules and regulations of the State of Florida and the venue shall be in Hillsborough County, Florida.

ARTICLE 24
Severability

In the event any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 25
Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 26

Third Party Beneficiaries/Independent Contractors

This Agreement is for the benefit of the COUNTY and the ORGANIZATION. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The ORGANIZATION acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the COUNTY.

The ORGANIZATION shall carry out, or cause to be carried out, all of the services required herein as an independent contractor. The ORGANIZATION will not represent itself as an agent, sub-agent or representative of the COUNTY. All services described herein will be carried out by persons or instrumentalities solely under the ORGANIZATION'S control and supervision.

ARTICLE 27
Modifications/Amendments

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be modified/amended or extended by a written instrument executed by the COUNTY and the ORGANIZATION expressly for that purpose.

ARTICLE 28
Assignment and Subcontracting

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

ARTICLE 29
Notice and Definition of Days

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

COUNTY:

Audrey Ziegler
Department Director
Hillsborough County Social Services
601 E. Kennedy Boulevard, 24th Floor
Tampa, FL 33602

ORGANIZATION:

Any notice sent in accordance with this Article 29 shall be deemed given two days after deposit in the U.S. Mail, if sent certified mail, or upon receipt, if sent by overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article 29

shall be deemed acceptance of such notice by such party.

Except if otherwise specifically stated in any article of this Agreement, days shall mean calendar days, which means every day of the month including weekends and holidays.

ARTICLE 30
Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the COUNTY shall notify the ORGANIZATION of such occurrence, and the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than 24 hours written notice to the ORGANIZATION. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the COUNTY shall notify the ORGANIZATION of such occurrence and the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than 24 hours written notice to the ORGANIZATION. The COUNTY shall make disbursements to the ORGANIZATION for appropriate expenditures incurred up to the effective date of the termination. The COUNTY shall be the sole authority as to the availability of funds and how funds will be allotted.

ARTICLE 31
Project Publicity

Pursuant to BOCC Policy No. 10.04.00.00, the ORGANIZATION shall recognize the Hillsborough County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which COUNTY funds provided pursuant to this Agreement are allocated. Any news release or other type of publicity must identify the Hillsborough County Board of County Commissioners as a funding source. In written materials, the reference to the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 32
Filing

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Hillsborough County, as provided for by Florida Statutes Section 163.01(11).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused their respective authorized representative to execute this Agreement effective as of the date first above written.

ATTEST: Pat Frank,
Clerk of Circuit Court

COUNTY: Hillsborough County, Florida

By: _____
Deputy Clerk

By: _____
Chairman, Board of County Commissioners

ATTEST: For the ORGANIZATION

ORGANIZATION:

(Two Witnesses Required)

By: _____

By: _____

Authorized Representative

Print Name: _____

By: _____

Print Name: _____

Approved as to Form and Legal Sufficiency:

By: _____

Assistant County Attorney

Dept. Procurement Legal	Approval	Date
	_____ N/A	_____ N/A
	_____	_____

BOCC Document Number: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF FLORIDA

COUNTY OF _____

On this ____ day of _____, 2017, before me the undersigned authority,

personally appeared _____,
(Name)

described in and who executed the foregoing instrument as

_____ of _____,
(Title) (Organization Name)

a _____ corporation, and who severally and duly acknowledged the
(State)

execution of such instrument as such officer aforesaid, for and on behalf of and as the
act and deed of said corporation, pursuant to the powers conferred upon said officer by
the corporation's Board of Directors or other appropriate authority of said corporation,
and who, having knowledge of the several matters stated in said foregoing instrument,
certified the same to be true in all respects. He/she is personally known to me or has
produced _____ as identification.
(Type of ID)

(Official Notary Signature and Notary Seal)

(Name of Notary typed or printed, or stamped.
If stamped, it must be in addition to and separate
from the Notary Stamp.)

(Commission Number)

(Commission Expiration Date)

LIST OF EXHIBITS

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”
METHOD OF PAYMENT

EXHIBIT “C”
REQUEST FOR PAYMENT FORMS

EXHIBIT “D”
PROGRAM PERFORMANCE REPORT

EXHIBIT “E”
INSURANCE REQUIREMENTS

EXHIBIT “F”
HILLSBOROUGH COUNTY EQUAL OPPORTUNITY REQUIREMENTS

EXHIBIT "A"

**SCOPE OF SERVICES
FY 17**

ORGANIZATION:

PROGRAM:

PRIMARY GOAL:

PART I – Scope of Service

1. ORGANIZATION shall provide Program services

PART II – Success Indicator Report

1. Provide on an annual basis, a Success Indicator Report indicating the results towards achieving the program goal by comparing actual outcomes to projected outcomes as stated below.

PART III – Reporting

1. Monthly Reports
2. Quarterly Reports
3. Annual Reports
 - a) ! Program services and provide it as part of the Annual Report.
4. The COUNTY reserves the right to modify the required data elements without requiring a written modification to the Agreement.

EXHIBIT “B”

METHOD OF PAYMENT

1. The ORGANIZATION shall submit to the COUNTY, Request for Payment Forms as identified in Exhibit “C” for expenses incurred during execution of this Agreement. Request for Payment Forms shall be submitted monthly within 15 days following the end of the month for which billing is being submitted, or until all funds have been allocated.
2. The ORGANIZATION shall submit to the COUNTY, the Final Request for Payment Forms, which includes the Program Performance Report within 15 days of the termination or expiration of this Agreement, whichever occurs sooner.
3. In no event will the funds received under this Agreement by ORGANIZATION, for full and complete performance, exceed \$XXX.

EXHIBIT "D"

**PROGRAM PERFORMANCE REPORT
FY 17**

ORGANIZATION:

PROGRAM:

REPORT PERIOD _____ THROUGH _____

PERCENTAGE OF CONTRACT COMPLETED _____%

I. ACCOMPLISHMENTS:

II. PROBLEMS:

III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and Year-to-date)

<u>UNITS OF SERVICE PROVIDED</u>	<u>ANNUAL PROGRAM GOAL</u>	<u>REPORT PERIOD</u>	<u>YEAR TO DATE</u>	<u>% OF GOAL COMPLETED</u>
_____	_____	_____	_____	_____

IV. OTHER

COMMENTS: _____

EXHIBIT "E"

INSURANCE REQUIREMENTS

ORGANIZATION'S Liability Insurance:

ORGANIZATION shall procure and maintain in force such insurance as will protect the ORGANIZATION from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of ORGANIZATION'S employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than ORGANIZATION'S employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the ORGANIZATION'S operations under the Agreement, whether such operations be by the ORGANIZATION or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts for which any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified in herein or required by law, whichever is greater, and shall include contractual liability insurance. Before performing the Scope of Services, the ORGANIZATION must file with the County certificates of such insurance, acceptable to the County; these certificates shall contain a provision for cancellation as found in Section B, paragraph 11 below.

Insurance Required:

A. General

Prior to performing the Scope of Services, the ORGANIZATION shall procure and maintain insurance of the types and to the limits specified in Section B, paragraphs (1) through (6) below. All policies of insurance under this Agreement shall include as additional insured Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

ORGANIZATION shall procure and maintain in force during the life of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance** - The ORGANIZATION shall procure and shall maintain in force during the life of this Agreement, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his/her employees to be engaged in work on the project under this Agreement. In case any class of employee engaged in hazardous work on the project under this Agreement is not protected under the Workers' Compensation statute, ORGANIZATION shall provide employer's liability insurance for all said employees.

Employer's Liability:

\$ 100,000.00	Limit each Accident
\$ 500,000.00	Limit Disease Aggregate
\$ 100,000.00	Limit Disease each Employee

2. **Commercial General Liability Insurance** - Coverage must be afforded on a form no more

restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

General Aggregate:	\$ 500,000.00
Products and Completed Operations:	\$ 500,000.00
Personal and Advertising Injury:	\$ N/A
Each Occurrence:	\$ 500,000.00
Fire Damage (anyone fire):	\$ N/A
Specific Agreement Aggregate Limits:	Same as above

3. **Automobile Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

- a. "ANY AUTO" coverage is required: \$500,000.00 combined single limits each accident, for bodily injury and property damage liability.
- b. Owned Vehicles
- c. Hired and Non-owned Vehicles
- d. Employer Non-ownership
- e. Garage Keepers Liability

4. **Professional Liability:**

- a. Minimum limits of \$N/A per claim.
- b. Notice of cancellation and or restrictions: The policy must be endorsed to provide the county with 45 days' notice of cancellation and/or restrictions.

5. **Builder's Risk:** [] is/ [X] is not required. **Installation Floater:** [] is/ [X] is not required. If required, maximum deductible: \$. The policy should be issued for the cost of construction only. Labor and fees should not be included in the amount of coverage.

6. **Pollution Liability:** \$N/A per occurrence.

7. **Certificate of Insurance and Copies of Policies** - Certificates of Insurance must be furnished to Hillsborough County evidencing the insurance coverage specified in the paragraphs above, and, upon request by the County, certified copies of the policies shall be filed with the Risk Management Division of the County on a timely basis. The required Certificates of Insurance shall list Hillsborough County as an additional insured for the operations of the ORGANIZATION under this Agreement (excluding the worker's compensation, automobile liability, and professional liability policies) and shall name the types of policies provided and shall refer specifically to this Agreement.

8. If the initial insurance will expire prior to the completion or expiration of the Agreement, renewal Certificates of Insurance shall be furnished to the County 30 Days prior to the date of their expiration.

9. The required limits for insurance may be achieved through a combination of primary and umbrella policies.

10. These policies must provide that the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

11. Cancellation - Insurance policies shall not be canceled or non-renewed before the stated expiration date thereof. If the insurance policies will be canceled or non-renewed before the stated expiration of such policies, then the insurer will not cancel same until at least 30 days prior written notice has been given to the below named certificate holder. This prior notice provision shall be a part of each of the above-described policies. All Certificates of Insurance shall be forwarded to:

Beth Derby, Project Manager,
Social Services Department
Hillsborough County BOCC
P. O. Box 1110
Tampa, Florida 33601-1110
Or e-mail to derbyb@hillsboroughcounty.org

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EXHIBIT “F”

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, ORGANIZATION agrees as follows:

EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY

- ... Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- ... Hillsborough County Ordinance #83-9 (Home Rule Charter), Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

STATE

- ... Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- ... Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- ... Florida Statutes § 112.043, prohibits age discrimination in employment.
- ... Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- ... Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- ... Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- ... Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- ... Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- ... Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- ... Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- ... Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- ... Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- ... Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- ... Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- ... Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- ... Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- ... Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- ... Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- ... Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- ... Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- ... Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- ... Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- ... Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- ... Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4), as amended.
- ... Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- ... Interagency Agreement promulgated on March 23, 1973.
- ... Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- ... Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.

... Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
... Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
... Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
... Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
... Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
... State and Local Assistance Act of 1972, as amended.
... Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
... Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§5.100 -5.605.
... Executive Order 13673, Fair Pay and Safe Workplaces.

* "The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract."

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the ORGANIZATION agrees as follows:

- (1) The ORGANIZATION will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The ORGANIZATION will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The ORGANIZATION will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the ORGANIZATION'S commitments under section 202 of [Executive Order 11246](#) of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The ORGANIZATION will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The ORGANIZATION will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the ORGANIZATION'S non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the ORGANIZATION may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ORGANIZATION will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however,* that in the event the ORGANIZATION becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the ORGANIZATION may request the United States to enter into such litigation to protect the interests of the United States.

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