

## 2015 Summer Camp Program Agreement

This **2015 SUMMER CAMP PROGRAM AGREEMENT** (*"Agreement"*) made and entered into in duplicate this <sup>JUNE</sup> 25 day of ~~May~~, 2015, by and between the **JACKSONVILLE CHILDREN'S COMMISSION**, an autonomous body within the Executive Branch of the Consolidated Government, for and on behalf of the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, pursuant to authority codified in Section 51.104(j), *Ordinance Code* (hereinafter collectively referred to as the *"Commission"*) and **COMMUNITY CONNECTIONS OF JACKSONVILLE, INC.**, a Florida corporation with principal offices at 327 E. Duval Street, Jacksonville, FL 32202 (hereinafter referred to as the *"Provider"*).

### BACKGROUND FACTS

A. The Commission prepared Invitation to Bid (Bid #ESC-0367-15) for the 2015 Summer Camp Seats (the *"RFA"*), a copy of which is on file with the City of Jacksonville's Procurement Division and incorporated herein by this reference; and

B. The Provider submitted its bid to the Commission and was recommended by the Commission as being one of the best and most qualified bidders for the provision of 2015 Summer Camp Seats at the following facility site Sable Palms, (35 Seats), 2150 Emerson Avenue, Jacksonville, FL 32208 (hereinafter referred to as the *"Program"*); and

C. The Commission presented its several recommendations for providers, including, but not limited to the Provider, to the City of Jacksonville General Government Awards Committee, which recommended that the Commission procure 35 summer camp seats from Provider for use by the children in the Consolidated Government of the City of Jacksonville during the summer of 2015; and

D. The City of Jacksonville's purchasing and procurement provisions have been followed by the Commission as evidenced by the Competitive Sealed Proposal Evaluation Committee (CSPEC) Award dated April 30, 2015 (the *"RFA Award"*), a copy of which is on file with the City of Jacksonville's Procurement Division and incorporated herein by this reference; and

E. The Commission and the Provider have negotiated mutually satisfactory terms for the execution of this Agreement; and

**NOW, THEREFORE**, in mutually consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to engage the Provider for the Program in accordance with the following:

### ARTICLE 1: Engagement of Provider and Contract Documents

1.1 Commission hereby engages Provider and Provider hereby accepts said engagement for the purpose of providing to Commission summer camp seats located at the

3.3. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, the Commission may terminate this Agreement at any time in the event of loss of funding for any reason by giving Provider twenty-four (24) hours oral notice with written confirmation following.

3.4. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

3.5. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, the Commission has the absolute right to terminate this Agreement for convenience, at any time.

3.6. In the event this Agreement is terminated, the Provider shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the Commission.

#### **ARTICLE 4: Delays**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

#### **ARTICLE 5: Suspension of Services**

The Commission may suspend the performance of the Services rendered by providing five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Provider shall resume the full performance of the Services when directed in writing to do so by the Program Coordinator. Suspension of Services for reasons other than the Provider's negligence or failure to perform, shall not affect the Provider's compensation as outlined in this Agreement.

#### **ARTICLE 6: Payments for Services of Provider**

6.1. The Commission will compensate the Provider for the Services rendered hereunder in accordance with the following terms:

6.1.1. The Commission shall pay the Provider for the seats, based on a cost not-to-exceed \$375.00 for each of the 200 seats, as described in the attached "Scope of Services" and in accordance with the expenditures defined therein, subject to the availability of lawfully appropriated funds for the Program and this Agreement.

6.1.2. The Provider agrees that any funds provided by the Commission for Services under

6.1.4 The Commission's obligations under this Agreement are contingent upon availability of lawfully appropriated funds, for the Program and this Agreement.

#### **ARTICLE 7: Indemnity**

7.1. The Provider will comply with the indemnity requirements set forth in 'Attachment C' of the RFA, which attachment is incorporated herein by this reference and made a part hereof.

#### **ARTICLE 8: Insurance**

8.1. The Provider will comply with the insurance requirements set forth in 'Attachment D' of the RFA, which attachment is incorporated herein by this reference and made a part hereof.

#### **ARTICLE 9: Degree of Care**

In providing the Services under this Agreement, the Provider, including its officers, employees, agents and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. The Provider must comply with the "Incident Reporting" requirements as set out in Exhibit "C" attached hereto and the Attendance Policy as set out in Exhibit "D" attached hereto. All incidents must be reported on the form which is a part of said Exhibit "C". In addition, Provider shall notify the Commission if sufficient staff, facilities and equipment necessary to deliver the Services for the Program cannot be maintained. Failure to notify the Commission of any such deficiencies, or to adequately maintain sufficient staff, facilities and equipment necessary to provide the Services after a reasonable period given by the Commission to cure (in no event longer than five (5) business days to cure) shall be a material breach of this Agreement and grounds for termination, upon twenty-four (24) hours written notice. The facility sites for the Program referenced above will be reviewed (via an on-site visit) by the Commission a minimum of two times during the terms of this Agreement.

#### **ARTICLE 10: Nonwaiver**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the Commission's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

#### **ARTICLE 11: Compliance with State and Other Laws/Licenses and Certifications**

In the provision of the Services, for the Program, the Provider must comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include,

sequences and procedures utilized in the full performance of this Agreement.

#### **ARTICLE 15: Retention of Records**

15.1. The Provider shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by Provider from Commission from the time such funds are actually received by Provider until the time they are actually expended or disbursed by Provider according to the terms of this Contract for Services. Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122 and A-21 may be used as a guide concerning records to be maintained.

15.2. The aforesaid records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the Commission or the City of Jacksonville Council Auditor may deem necessary.

15.3. The Provider shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from the Commission.

#### **ARTICLE 16: Audits**

16.1. The funds received by the Provider for seats for campers from this Agreement will be audited at the end of the project by the Commission. The Provider's final attendance invoice will be audited against the Provider's attendance records prior to final payment for services. It will be the responsibility of the Provider to track attendance, maintain a waiting list, and keep records organized for the final audit of records.

16.2. The Provider and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this Agreement and for five (5) years from the date of final payment under this Agreement for inspection, copying, and/or audit by the Commission, the City of Jacksonville or the City of Jacksonville Council Auditor.

#### **ARTICLE 17: Governing State Law/Venue/Severability**

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Jacksonville, Duval County, Florida.

#### **ARTICLE 18: Article Headings**

Article headings appearing herein are inserted for convenience or reference only and shall

Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

**ARTICLE 24: Conflict of Interest:**

The parties will follow the provisions of Section 126.112, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the Commission, to the extent the parties are aware of the same.

**ARTICLE 25: Public Entity Crimes Notice:**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Provider under a contract with any public entity; and may not transact business with any public entity, in excess of \$25,000.00, for a period of thirty-six (36) Mays from the date of being placed on the Convicted Vendor List.

**ARTICLE 26: Entire Agreement/Amendments:**

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Provider hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**ARTICLE 27: Prompt Payment:**

27.1 Generally. When Provider receives payment from the Commission for labor, services or materials furnished by subcontractors and suppliers hired by the Provider, the Provider shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after the Provider's receipt of payment from the Commission. Nothing herein shall prohibit the Provider from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Provider may dispute the disputed portion of any such payment only after the Provider has provided notice to the Commission and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the Commission and said subcontractor or supplier within ten (10) calendar days after Provider's receipt of payment from the Commission. The Provider shall pay all undisputed amounts due within the time limits imposed by this Section.

each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

### **ARTICLE 30: Background Screenings**

Notwithstanding any other provision in this agreement, as a condition of receiving payment, under this Agreement, all employees of the **Provider** must submit to and successfully pass a Level 2 Background Screening, as contemplated in Section 435.04, Florida Statutes. Provider shall comply with the Background Screening Policy set forth on 'Attachment B' of the RFA, which attachment is incorporated herein by this reference and made a part hereof. The LiveScan Vendors and other helpful information on Background Screening website: [www.dcfbackgroundscreening.com](http://www.dcfbackgroundscreening.com). The **Provider** may find information for staff under eighteen (18) years of age and who are not eligible to be background screened should sign an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) website: <http://www.dcf.state.fl.us/publications/eforms/1649.pdf>.

**[Remainder of this and next page left blank. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

JACKSONVILLE CHILDREN'S COMMISSION, for and on behalf of The City of Jacksonville, pursuant to Section 51.104(j), Ordinance Code

By \_\_\_\_\_  
Witness

By Jon Heymann

DATE: \_\_\_\_\_  
Type/Print Name

Jon Heymann  
Executive Director/CEO

ATTEST:

COMMUNITY CONNECTIONS OF JACKSONVILLE, INC.

By Carla Mes  
Witness

Leila Duncan  
Signature

Leila Duncan

\_\_\_\_\_  
Type/Print Name

DATE: 6/16/15

\_\_\_\_\_  
President/CEO

\_\_\_\_\_  
Title

In accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing Agreement; and that provision has been made for the payment of monies provided therein to be paid.\*

C. Ronald Belt

Director of Finance

City of Jacksonville Contract Number: 9613-38

PR

**Program:**

FY2015: JCOD191RG; 08201- **\$13,125.00**

Total Encumbrance \$13,125.00

Form Approved:

John B. DeLo  
Office of General Counsel

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**XV.** Provide at least one experience (field) trip bi-weekly; to include at least one trip to the neighborhood Library. **Super Summer Academy sites** will provide weekly experience (field) trips. The cost of these may be included in the parent fee, absorbed by the camp or paid separately at the camp's discretion. The **Commission** also expects camp transportation to and from experience field trips to be safe, reliable and lawful. The camp will provide alternative appropriate activities for children who might not be able to afford field trip fees, if they are assessed.

**XVI.** Will cooperate and collaborate with the **Commission** and the Jacksonville Public Library to monitor and support implementation of the curriculum model, other training information, and allow for random survey gathering.

**XVII.** Will update the camp client database daily. The **Commission** will provide a client database or spreadsheet to the camp provider. At the end of the summer camp program, the camp provider must provide the **Commission** a copy of the client database.

**XVIII.** Submit an incident report for all incidents listed in Exhibit C to the Agreement. Incident reports should be submitted as soon as such incidents occur but in no case later than forty-eight hours of occurrence.

**XIX.** Ensure that all parents/guardians complete a permission form prior to a field trip.

**XX.** Provide a welcoming hospitable environment for parents or caregivers when they come to apply for funded seats and/or camp placement and throughout the 5 week camp period.

**XXI.** Maintain separate bank demand and/or time deposit accounts and deposit the **Commission** funds received and no other funds in the accounts and/or maintain a separate budgetary accounting system so that the receipt and disbursement of **Commission** funds can be accurately and adequately determined by reference to the books of accounts of the **Provider**.

**XXII. The Provider is expected to reach the following Goals:**

- 95% of youth attending the camp will remain free from physical harm/impairment and arrests during camp hours.
- 100% of youth attending will have access to academic and enrichment activities Monday through Friday.
- 90% of youth will receive a nutritious meals to include (snack and/or lunch), in compliance with the USDA guidelines.
- 85% of youth attending camps will not participate in or provoke a physical or verbal confrontation during camp hours.
- 100% of camps will seek and obtain community/corporate donations to enhance camp activities/services.
- 90% of youth will be provided recreation/enrichment activities, such as field trips every 2 weeks; however, **Super Summer Academy sites** will provide weekly field trips) and
- 90% of camp seats will be occupied at least 3 days per week.

**XXIII.** Offer funded seats to youth that must meet the eligibility qualifications outlined below:

The Jacksonville Children's Commission provides summer camp opportunities to **low-income** and **special needs** children.

In order to be eligible for summer camp seats, children must be:

- 5 years old by September 1<sup>st</sup> and entering kindergarten through rising 9<sup>th</sup> graders or up to 15 years of age,
- a Duval County resident,

**AND either:**

- **Special Needs/Special Education:**
  - Form from school with current date (school year).
  - A current diagnosis report from Nemours or other medical/psychological evaluation verifying the child would require an IEP if enrolled in public schools.



**Exhibit "B"**

**ATTENDANCE INVOICE FORM**

**See Page 21**

# Exhibit "C" Cont'd

## JACKSONVILLE CHILDREN'S Commission

### INCIDENT REPORT

1. Camp Program \_\_\_\_\_

1) Type of Incident (Check all Applicable):

\_\_\_\_\_ Media Coverage (actual or potential)

\_\_\_\_\_ Notable Camper  
Achievement(s)

\_\_\_\_\_ Program Awards

\_\_\_\_\_ Auto Accident

\_\_\_\_\_ Injury to Camper

\_\_\_\_\_ Injury to Employee

\_\_\_\_\_ Illness

\_\_\_\_\_ Behavior Requiring  
Disciplinary Action

\_\_\_\_\_ Missing Camper/Runaway

Other: \_\_\_\_\_

3. Location of Incident: \_\_\_\_\_  
(Address) \_\_\_\_\_

4. Date and Time of Incident: \_\_\_\_\_

5. Supervisor/Staff on Duty: \_\_\_\_\_

6. Name & Age of Campers Involved: \_\_\_\_\_

7. Report was made to Abuse Hotline? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, date and time of report: \_\_\_\_\_

8. On a separate sheet, describe the incident. (What took place, how the incident evolved, staff response, assistance obtained, the outcome, etc.). Include any additional official reports pertaining to the incident (i.e. JSO, Fire and Rescue, Child Protective Services).

Person Completing Report: \_\_\_\_\_  
Print Name Signature

