
AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

THE GIFT OF SWIMMING, INC.

related to

PROVISION OF WATER SAFETY EDUCATION AND SWIMMING LESSONS

THIS AGREEMENT (“Agreement”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”), on behalf of its Head Start Division, and **THE GIFT OF SWIMMING, INC.**, a Florida not-for-profit corporation (the “Agency”) with its principal address located at 205 Windermere Road, Winter Garden, Florida 35787. The County and the Agency may be referred herein individually as “party” or collectively as “parties”.

RECITALS

WHEREAS, the County receives funding from the U.S. Department of Health and Human Services (“HHS”) under the federal Head Start Act to operate a Head Start Program in Orange County, Florida (the “Program”); and

WHEREAS, the purpose of the Program is to provide high quality comprehensive services to economically disadvantaged children and their diverse families in Orange County, Florida; and

WHEREAS, the Head Start Act includes the *Head Start Early Learning Outcomes Framework: Ages Birth to Five* (the “Framework”), which is central to the Program’s success and promotes high quality early learning environments through five (5) domains of learning: (i) Approaches to Learning; (ii) Social and Emotional Development; (iii) Language and Literacy; (iv) Cognition and Perceptual; (v) Motor and Physical Development; and

WHEREAS, Florida leads the nation in the number of drowning incidents for children under the age of 5 and the Agency provides Swimming Scholarships for children to prevent drowning and learn safe survival skills (the “Services”); and

WHEREAS, the Services meet the Program’s goal of addressing childhood obesity and complies with the Framework and supports the Program’s promotion of “healthy bodies and ready minds” among the Program’s children and facilitate the County’s compliance with Head Start Performance Standards; and

WHEREAS, the Agency intends to provide Services as part of its mission as a 501(c)3 water safety education organization and shall do so without any costs to the County; and

WHEREAS, the parties have agreed to enter into this Agreement in order to establish the terms and conditions under which the Services shall be provided by the Agency.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein as material part of this Agreement by reference.

Section 2. **Documents.**

A. The following documents are incorporated either by attachment or by reference and form a material part of this Agreement:

1. This Agreement;
2. **Exhibit A:** Scope of Services;
3. **Exhibit B:** Gift of Swimming Swim Waiver; and
4. **Exhibit C:** The County's Agreement Assuming Risk of Injury or Damage and Release of Liability and Indemnity Agreement.
5. **Exhibit D:** Human Trafficking Affidavit.
6. **Exhibit E:** List of Participating Program Locations.
7. **Exhibit F:** Application and registration form.
8. **Exhibit G:** Monthly report example.

Section 3. **The Obligations of the Parties.** Both the County and the Agency will meet the obligations as described in the Scope of Services that is attached hereto and incorporated as a material part of this Agreement as "**Exhibit A**". The Scope of Services shall not, in any way, provide for any services that the County or the Agency do not perform in the courts of their usual business practices and activities.

Section 4. **Background Screening.**

A. All the Agency's staff, employees, guests, invitees, third party providers, and volunteers providing Services under this Agreement, or otherwise present on the County's premises with Head Start students present, may be required to complete a background screening in compliance with Section 425.04 (Level 2 screening standards), Florida Statutes. Such screening shall be conducted at the Agency's expense.

B. All individuals in positions (paid employment or volunteer) requiring Level 2 screenings shall be subject to – and must complete – such screenings prior to access, supervision, and/or direct care of any children under the Program. Screenings shall include an initial Level 2 background screening with additional Level 2 background screenings performed thereafter at five (5) year intervals.

C. Level 2 background screenings shall consist of an employment history check which shall include fingerprinting. Fingerprints shall be used to process the following screenings:

1. Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
2. Federal Criminal Records Check through FBI; and
3. May include Local Criminal Records Check through Local Law Enforcement.

D. Upon request, the Agency shall provide the County's Head Start Manager and/or designee with confirmation that such screenings have been conducted and that the results are acceptable to the Agency. Copies of completed screenings for individuals performing services under this Agreement shall be made available to the County upon request.

Section 5. No Financial Commitment. The Agency and the County agree that all Services performed under this Agreement shall be without any form of payment or other financial compensation from the County. Any costs or expenses incurred by either party shall be the sole responsibility of that respective party.

Section 6. Records Management, Confidentiality, and Public Records.

A. Records Management.

1. The Agency shall store and retain all records of any type created by or provided to the Agency, its employees, volunteers, and/or sub-contractors related to this Agreement and associated Service recipient(s) according to Health Insurance Portability and Accountability Act ("HIPAA") and other applicable local, state, and federal requirements.
2. The Agency shall ensure that all records are maintained in an organized and orderly manner and in a format acceptable to the County.
3. Upon reasonable notice, the Agency shall make all such records available to the County for inspection during normal working hours for a period of five (5) years after the termination of this Agreement.
4. In the event of litigation, claim, or audit finding prior to the end of the five (5) year period, records shall be maintained by the Agency until such time as the litigation, claim, or audit finding involved such records has been resolved and for a period of five (5) years after that date. Upon reasonable notice, authorized County and/or Program personnel, as applicable, shall have full access and right to examine any such records during that period.
5. Original or certified copies of records shall be provided to the County upon request. Failure of the Agency to comply with such request on a timely basis shall constitute a breach of this Agreement which may result in termination.

6. The Agency shall comply with all HIPAA and Florida's "Public Records Law," as set forth in Florida Statutes.

B. Confidentiality.

1. The Agency shall comply with all applicable HIPAA requirements and those obligations with respect to Protected Health Information ("PHI") subject to protection under the HIPAA Privacy and Security Rules under 45 CFR Parts 160, 162 and 164.
2. The Agency shall comply with the requirements set forth in the Florida Information Protection Act (§501.171), Florida Statutes, in the protection of Personally Identifiable Information ("PII").
3. The Agency shall comply with the Breach Notification rules under the HITECH Act found in 42 U.S.C. §17932.

C. Public Records. Pursuant to §119.0701, the Agency must:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the amount set by the County.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the Agreement if the Agency to continues to perform the Service.
4. Upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the Service.
5. If the Agency transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Agency shall meet all applicable requirements for retaining public records.
6. All records stored electronically must be provided to the County, upon request from the County, in a format that is comparable with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT PROCUREMENT PUBLIC RECORDS LIAISON; 400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801; PROCUREMENTRECORDS@OCFL.NET; (407) 836-5897.

Section 7. Term and Termination.

A. Term.

1. The term of the Agreement shall begin on the date of execution by the last signing party ("Effective Date") and conclude on September 30, 2026, unless otherwise renewed or terminated by either party.
2. This Agreement may be renewed for up to two (2) additional one-year terms upon written mutual consent by both parties.
3. Through its execution of this Agreement, the Board of County Commissioners of Orange County, Florida delegates to the Director of the Family Services Department the authority to execute any renewals of this Agreement so long as those renewals are subject to the same terms and conditions set forth herein.

B. Termination.

1. ***Termination for Convenience.*** Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice.
2. ***Termination for Cause.*** Failure by either party to perform its respective obligations, as set forth herein, may result in termination by either party for cause with five (5) days' written notice, if incapable of being cured, or fifteen (15) days written notice if capable of being cured. Nothing herein precludes the County from terminating this Agreement immediately if, in the sole discretion of the Director of the Family Services Department, immediate termination is in the best interest of the children enrolled in the Program.
3. Notice of termination, either for cause or for convenience, shall be provided in accordance with the notice provision of this Agreement.
4. No damages may be assessed against either party for its termination of the Agreement pursuant to this Section.

Section 8. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following address or to such other addresses as the parties designate to each other in writing from time to time:

To the County:

Manager, Head Start Division
2100 Michigan Street
Orlando, FL 32806

AND

Orange County Administrator
Administration Building, 5th Floor
201 S. Rosalind Avenue
Orlando, Florida 32801

To The Agency:

President
The Gift of Swimming, Inc.
205 Windermere Rd
Winter Garden, FL 34787

Section 9. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgements, demands, liabilities, damages, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency, its employees, volunteers, and/or subcontractors (if any), anyone directly or indirectly employed by the Agency or its subcontractors (if any), or anyone for whose acts the Agency or its subcontractors (if any) may be held liable.

Section 10. Liability. Excluding obligations under any business associate agreement between the parties, indemnification obligations, willful misconduct, gross negligence, fraud, or violation of law, neither party will be liable to the other whatsoever for any special, consequential, exemplary, or punitive damages, including any damages on account of lost profits or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such excluded damages may be sought. Nothing contained herein shall constitute as a waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 11. Insurance. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein:

A. These requirements, as well as the County's review and acceptance of insurance maintained by the Agency, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.

B. The Agency shall require and ensure that all providers and sub-consultants providing Services under this Agreement (if any) procure and maintain, for the duration of their involvement

in this Agreement, insurance coverage in such type and with limits sufficient to protect the interests of the Agency and the County.

C. Insurance carriers providing coverage required herein must be authorized to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength of A-Class VIII or better. State authorization can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com.

D. Required coverage: The Agency shall have in full force the following coverage, if applicable, and will provide a Certificate of Insurance to the County prior to commencing operations under this Agreement to verify such coverage.

1. Commercial General Liability – The Agency will provide coverage issued on most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence. Coverage shall not include any exclusion for contractual liability or separation of insureds provisions and the aggregate limit shall either apply separately to this Agreement or shall be least twice the required occurrence limit.
2. Product/Completed Operations, Contractual Liability, or Separation of Insureds-the General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
3. Sexual Abuse and Molestation Coverage with limits of not less than \$100,000 (One Hundred Thousand Dollars) per occurrence shall be included for any the Agency provider that provides Services directly to minors.

E. Required endorsements:

1. Additional Insured – CG20 26 or CG20 10/CG20-37 or their equivalent. (Note: If blanket endorsements are being submitted, include the entire endorsements and applicable policy number.)
2. Waiver of Transfer of Rights or Recovery – CG24 04 or its equivalent. (Note: If blanket endorsements are being submitted, include the entire endorsement and the applicable policy number.)

F. Prior to the execution and commencement of any operations or services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate (s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

G. For continuing services, contract renewal certificates shall be submitted upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall certify that the Agency has obtained insurance of the type, amount, and

classification as required for strict compliance with this insurance section. The Agency shall notify the County not less than thirty (30) business days (ten (10) business days for non-payment of premiums) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with aforementioned insurance requirements to the County or its certificates management representative thirty (30) days prior to the effective date of the replacement policy(ies). The certificate shall read:

Orange County, FL
Risk Management Division
109 E Church St, Suite 200
Orlando, FL 32801

H. The Agency may satisfy these insurance requirements through an actuarially sound plan of self-insurance.

Section 12. Civil Rights. The parties agree that they shall perform their respective obligations hereunder without discrimination toward any patients, employees or other persons regardless of race, creed, color, ethnic background, religion, gender, disability or ability to pay. All parties are equal opportunity employers. All parties shall comply with all applicable requirements and provisions of the Civil Rights Acts of 1964 and 1991 and Florida law.

Section 13. Equal Employment Opportunity.

A. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation, 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 by Section 17-314 of the Orange County Code and the County Administrative Regulations. Accordingly, the Agency shall abide by the following provisions:

1. The Agency will adopt and maintain or provide evidence to the County that the Agency has adopted and maintains, a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this Agreement.
2. The Agency shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with these non-discrimination provisions as defined by applicable County ordinance throughout the term of this Agreement.
3. Provisions "1" and "2" above will be incorporated by the Agency into the contracts of any applicable Subcontractors.

Section 14. General Terms.

A. **Independent Contractor.** The Agency is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Agency's sole direction, supervision, and control. The Agency shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Agency's relationship, and the relationship of its employees, to the County shall be that of an independent contractor and not as employees or agents of the County. The Agency does not have the power or authority to bind the County in any promise, agreement, or representation other than as specifically provided for in this Agreement. Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between the Agency and the County.

B. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

D. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

E. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of and waives any venue or other objection against the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

F. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

G. **Attorney's Fees and Costs.** The Parties shall each bear their own costs, expert fees, attorney's fees, and other fees incurred in connection with this Agreement and any litigation that arises directly, or indirectly, herefrom.

H. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

I. **Headings and Captions.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

J. **Advertising and Publicity.** Neither party shall use the name, logo or trademark of the other in any form or publicly or promotional or advertising material, or in any communications with the media without the other's prior written consent to the specific contemplated use. Either party may terminate this Agreement and seek injunctive relief immediately if the other violates this provision. Except for those circumstances expressly permitted herein, requests for permission to use the Agency's name or marks must be directed to the Director of the Agency. As to the County, requests shall be made pursuant to Section 2-3, Orange County Code.

K. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmissions; manually signed copies of signature pages shall nonetheless be delivered promptly after such electronic delivery.

L. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

M. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by the way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

N. **No Representations.** Each party represents that they had the opportunity to consult with an attorney and have carefully read and understand the scope and effect of the provisions of this Agreement.

O. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

P. **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.

Q. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

R. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. 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 Agreement as stated.

S. **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.

T. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

U. **Authority to Practice.** The Agency hereby represents and warrants that it has and will continue to maintain all licenses, permits, and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the County upon request.

V. **Entire Agreement.** This Agreement, 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.

[SIGNATURES ON SUBSEQUENT PAGE]

Contract No. Y25-_____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

THE GIFT OF SWIMMING, INC.

By:  _____

Date: 08/29/2025

EXHIBIT “A” SCOPE OF SERVICES

I. Obligations of Parties

A. The County:

1. The County shall designate the Program Manager, Early Childhood Development and Education, to serve as the County's Liaison.
2. The County Liaison shall determine and select designated Head Start Centers to participate in the Gift of Swimming scholarships.
3. Identify children who are eligible for the Gift of Swimming scholarships.
4. Distribute the Gift of Swimming Scholarship Applications and Registration Forms to parents and/or legal guardians of the eligible children. The County Liaison will review and copy the forms for record keeping purposes. The county will submit the completed Scholarship Application (Exhibit “F”) and Registration Form (Exhibit “G”) to the Agency prior to the swim lesson sessions.
5. Rotate participating Head Start Centers (Exhibit “E”) on an annual basis, which will provide opportunities for all Head Start children to engage in swimming. However, certain Head Start Centers may be excluded, since children are not allowed on a bus ride that exceeds one hour.
6. Distribute parent release forms to the Head Start families prior to the commencement of swim lessons and keep a copy for record keeping purposes.
7. Head start-staff will provide direct supervision for children being transported via bus to and from the swim facility.
8. The County will share its school calendar and resources with the Agency, as appropriate.

B. The Agency:

1. The Agency shall designate an Agency Liaison to serve as the contact person for this Gift of Swimming Scholarships. The Agency Liaison will review and approve scholarship applications.
2. The Agency will accommodate special needs children and identify appropriate teaching techniques.
3. Coordinate and schedule visits to Head Start Centers to present the swim program to Head Start families and staff.
4. Coordinate swimming sessions for designated Head Start Centers at:
 - South West Aquatics facility, 205 Windermere Road, Winter Garden, FL 34787
5. If needed, provide swim suits and towels for participating Head Start students.
6. A certified PediaSwim Instructor will provide Head Start scholarship recipients with approximately 20 to 25 swim lessons.
7. Background Screening of Staff and Volunteers: Obtain, confirm, and document Level 1 and Level 2 security background screenings for all designated Agency staff and volunteers (if applicable) prior to assignment of Head Start students to swim lessons.
8. If applicable, provide vouchers to parents of scholarship recipients for the Fresh Food Bus.

EXHIBIT “A”
SCOPE OF SERVICES

9. Provide transportation for participating children to and from the Head Start Center to the designated swim facility. Also send a copy of the third-party transportation vendor contract to the Head Start Contract Administrator to include Level 2 background screening.
10. The Agency will share its training calendar and resources with the County, as appropriate.
11. Agency agrees to enter into separate agreements with each of the swim locations for use of their facilities.
12. Report on a monthly basis the number of hours the children participate to include transportation services provided for children (Exhibit “H”).

EXHIBIT "B"

ORANGE COUNTY, FLORIDA

AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

WHEREAS, I, _____, (being/not being) over the age of eighteen and not being employed by Orange County, having made a voluntary request to:

_____ have my child transported to and from SouthWest Aquatics for swim lessons.

I do hereby:

1. Hereby agree and acknowledge that my voluntary participation in this event, should an accident occur, any liability, damages, claims and demands of every kind and nature whatsoever arising out of said accident shall be applied to my own personal insurance and not that of the County.
2. Release, waive, and forever discharge Orange County, its officers, employees and agents from any liability, actions, causes of action, damages, claims and demands of every kind and nature whatsoever arising out of or resulting from the activities described above.
3. Agree to defend, indemnify, and hold harmless Orange County, its officers, employees, and agents, against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed wrongful act or omission of mine while conducting the activities described above.

This release, waiver and hold harmless agreement shall be binding upon me and my heirs, personal representatives, successors, and assigns.

I hereby represent that I have carefully read and understand the contents of this document and sign the same of my own free will.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF Maya's Transportation/SouthWest Aquatics USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM Maya's Transportation/SouthWest Aquatics IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND Maya's Transportation/SouthWest Aquatics HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Date

Signature

Print Name

Witness

Address

(Parent or Guardian's Signature if a minor)

CAUTION!

READ THIS DOCUMENT IN FULL BEFORE SIGNING.

EXHIBIT "C"

ORANGE COUNTY, FLORIDA

ASSUMING RISK OF INJURY OR DAMAGE AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, _____, am the legal guardian of _____ (the "Minor Child") and in that capacity voluntarily request that the Minor Child be enrolled for participation in _____, The Gift of Swimming Inc.'s water safety education and swimming lesson program (the "Activity") as part of his/her enrollment in the Head Start Program of Orange County, Florida (the "County"). By so doing, I hereby agree, understand, and acknowledge the following:

(Initial) I am of the age of majority, legally competent, and have legal guardianship over the Minor Child.

(Initial) **PARTICIPATION IS VOLUNTARY.** The Minor Child's participation in this event is entirely voluntary. As a result, there will be no penalty and/or negative impact on the Minor Child regarding his/her performance and/or status in the Head Start Program should I refuse to permit his/her participation in the Activity. Additionally, I understand that if I change my mind, I can remove the Minor Child from enrollment in the Activity by providing written notice to the County's Head Start Division.

(Initial) **VOLUNTARY DISCLOSURE OF MINOR CHILD'S MEDICAL RECORDS/INFORMATION.** I authorize the County to disclose the Minor Child's healthcare and/or medical records/information to The Gift of Swimming, Inc. for the period of time during which the Minor Child is enrolled as a participant of the Activity. I understand that the County cannot, and does not, guarantee that The Gift of Swimming, Inc. will not re-disclose the Minor Child's healthcare and/or medical records/information to a third party. Additionally, **I understand that I am hereby obligated to notify the staff of the County's Head Start Program of any health and/or medical conditions that may in any way impact the Minor Child's participation in the Activity.**

(Initial) I agree that should an accident occur, any liability, damages, claims, and demands of any kind and nature whatsoever arising out of said accident shall be applied to my own personal insurance and not that of the County.

(Initial) I release, waive, and forever discharge the County, its officers, employees and agents from any liability, actions, causes of action, damages, claims, and demands of any and all kinds and/or nature arising out of, or resulting from, the Minor Child's participation in the Activity.

(Initial) I agree to defend, indemnify, and hold harmless the County, its officers, employees, and agents, against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages, or liability, or expense(s) of any and all kinds and/or nature incurred and/or arising by reason of any actual or claimed wrongful act or omission of the Minor Child or myself, while the Minor Child is enrolled as a participant of the Activity.

(Initial) By signing this agreement, I certify that I have notified any and all other legal guardian(s) of this agreement and that no other legal guardian objects to the Minor Child's participation in the Activity or any condition stated herein.

(Initial) This release, waiver and hold harmless agreement shall be binding upon me as the legal guardian of the Minor Child and my heirs, personal representatives, successors, and assigns.

(Initial) By signing this agreement, I am representing that I have carefully read and understand the contents of this document and sign the same of my own free will.

NOTICE TO THE MINOR CHILD'S LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ORANGE COUNTY, FLORIDA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE

EXHIBIT "C"

SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ORANGE COUNTY, FLORIDA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ORANGE COUNTY, FLORIDA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THE ACTIVITY IF YOU DO NOT SIGN THIS FORM.

Date

Signature

Print Name

Witness

Address

CAUTION: READ THIS DOCUMENT IN FULL BEFORE SIGNING.

EXHIBIT "D"

HUMAN TRAFFICKING AFFIDAVIT CONTRACT # _____

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as Executive Director (Role) of The Gift of Swimming (Company).
3. The Gift of Swimming (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Maureen Minervini, Executive Director (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

The Gift of Swimming
NAME OF BUSINESS ENTITY



SIGNATURE

Maureen Minervini, Executive Director
TYPE NAME AND TITLE

09/02/2025
DATE

Procurement Division (Version 1)

**EXHIBIT “E”
LOCATION OF SERVICES**

Services shall be provided at the Head Start centers listed below:

Aloma HS
2949 Scarlet Rd.
Winter Park, FL 32792

John Bridges HS
445 W 13th St.
Apopka, FL 32703

Southwood HS
6225 Brookgreen Ave.
Orlando, FL 32839

Bithlo HS
18501 Washington Ave.
Orlando, FL 32820

Lila Mitchell HS
5151 Raleigh St.
Orlando, FL 32811

Taft HS
9504 S. Orange Ave.
Orlando, FL 32824

Callahan HS
101 N. Parramore Dr.
Orlando, FL 32805

Lovell HS
815 Roger Williams Rd
Apopka, FL 32703

Three Points HS
4001 S. Goldenrod Rd.
Orlando, FL 32822

Dillard HS
311 N Dillard St.
Winter Garden, FL 34787

McCoy HS
5225 S. Semoran Blvd.
Orlando, FL 328822

Ventura HS
4400 Woodgate Blvd.
Orlando, FL 32822

Dover Shores HS
1200 Gaston Foster Rd.
Orlando, FL 32812

Pine Hills HS
6408 Jennings Rd.
Orlando, FL 32808

Washington Shores/ELC
HS
2500 Burton Blvd.
Orlando, FL 32811

East Orange HS
12050 East Colonial Dr.
Orlando, FL 32826

Riverside HS
3125 Pembroke Dr.
Orlando, FL 32810

Washington Shores
Elementary HS
944 W. Lake Mann Dr.
Orlando, FL 32805

Engelwood HS
5985 La Costa Dr.
Orlando, FL 32807

Rosemont HS
4650 Point Look Out Rd.
Orlando, FL 32808

West Oaks HS
905 Dorscher Rd.
Orlando, FL 32818

Hal P. Marston HS
3933 W D Judge Drive
Orlando, FL 32808

South Orlando YMCA HS
814 W. Oak Ridge Rd.
Orlando, FL 32809

EXHIBIT "F"

THE GIFT OF SWIMMING

205 Windermere Road
Winter Garden, FL 34787
407-905-2815

SCHOLARSHIP APPLICATION

First Name Last Name Birth Date

Gender ____ Female ____ Male

Center or School & Classroom Number U.S. Citizen? ____ YES ____ NO

City of Orlando Resident? ____ YES ____ NO Ethnicity (Please Circle): Black White
Hispanic Other

The Eligibility Committee gives careful consideration to the needs of applicants. Explain why you should be considered for this funding. Attach any of the following documentation:

- a referral from your Doctor or Therapist for a physical or mental challenge
- or proof that your family is receiving one or more of the following:
 - free or reduced lunch (current verification letter from OCPS Food and Nutrition Services Department)
 - Orange County Head Start student enrollment
 - Temporary Assistance for Needy Families (TANF)
 - Food stamps (copy of current awards letter and card)
 - Women, Infants & Children (WIC) program (current two-sided card)
 - My foster child is receiving state or local funding (copy of court documentation).

Please include any special needs or medical referrals. Attach a continuation sheet if necessary.

Please describe any previous swim experience. Attach a continuation sheet if necessary.

Parent information Home Phone _____ Cell Phone _____

Father: _____ Mother: _____
Name Name

Address Address

City, State, Zip City, State, Zip

I certify that the information in this application is correct to the best of my knowledge, and in the event I am awarded funding, any unused portion will be returned to The Gift of Swimming.

Your signature below is a release that permits Orange County to access your personal information for auditing purposes for 3 years from date of signature. Orange County may have funded this program in full or in part. I understand my child's BMI may be tracked for grant requirements.

Date

Signature of Parent or Guardian

EXHIBIT "F"

SOUTHWEST AQUATICS HOME OF PEDIASWIM

(407) 905-0999
(407) 905-5268(FAX)
www.SouthWestAquatics.com

Registration Form

205 WINDERMERE RD
WINTER GARDEN, FL 34787

Responsible Party

Parent's Name: _____ Street: _____

Occupation: _____ City: _____

Home Phone Number: _____ Parent's Cell: _____

Email Address: _____

Parent's Name: _____ State: _____

Occupation: _____ Zip: _____

Parent's Cell: _____

Student

First and Last Name _____ DOB: _____ Gender: M F

Primary Physician's Name _____

How did you hear about SouthWest Aquatics? _____

List any and all physicians, therapists, or other medical personnel this child has been seen by and the purpose for the visit excluding well check-ups as well as any physical exceptionalities:

I give permission for me/my child to participate in aquatic activity. I/My child am/is in good health and physical condition, and am/is not suffering from any condition that would prevent me/my child from engaging in this activity. Photographs and video may be taken in conjunction with lessons. I understand and agree that they may be used for informational and advertising purposes. One time administration and pool fee of \$65.00 per student. THIS IS WAIVED FOR THE GIFT OF SWIMMING

Please read carefully and be aware that in registering your minor child for participation in this program, you will be waiving and releasing all claims for injuries you or your child might sustain as a result of participation in any class or activity conducted by SouthWest Aquatics, its agents and employees. As a parent/guardian of a participant in SouthWest Aquatics, I recognize and acknowledge that there are certain risks associated. I agree to assume full responsibility of any injuries, property damage, or loss, which I, or my minor child, may sustain as a result of participating in any and all activities connected with or associated with SouthWest Aquatics. I agree to indemnify and hold SouthWest Aquatics harmless from any liability resulting from the use of premises and waive and relinquish all claims against SouthWest Aquatic facility and the owners that I or my minor child may sustain as a result of participating in any SouthWest Aquatics program. I have read and fully understand the above waiver and release of all claims, and it shall not be modified orally.

I have acknowledged the payment policy and understand there are **NO REFUNDS**.

Student (Parent signature for student under 18 yrs. of age)

Date

EXHIBIT "G"



The Gift of Swimming, Inc., NPO
205 Windermere Road
Winter Garden, FL 34787
407-905-2815
407-905-5268 fax
www.giftofswimming.org

Drowning is the #1 cause of accidental death in children ages 0-4.

Yvette Meade
Fiscal Coordinator
Orange County Head Start
2100 E. Michigan St.
Orlando, FL 32806

May 4, 2020

Ms. Meade:

The Gift of Swimming has provided the following in-kind to the Orange County Head Start program the months of January through May 2019:

Jan: \$6675.00 in swim lessons and \$4060.00 in transportation services

Feb: \$8910.00 in swim lessons and \$5735.00 in transportation services

Mar: \$4515.00 in swim lessons and \$2835.00 in transportation services

Sadly, we had to discontinue services due to pandemic and school closure.
We value our work with the Head Start children and look forward to continuing with this partnership!

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Polder".

Susan Polder
Executive Director, The Gift of Swimming

Drowning is Silent. Drowning is Preventable.
Every child needs to learn to swim. Every child deserves to learn to swim.
Every child deserves to live.

The Gift of Swimming Inc. has received recognition of exemption under Section 501(c)(3) of the Internal Revenue Code

EXHIBIT "G"

Lila Mitchell

<u>Month:</u>	<u>weekending</u>		<u>Billed</u>	<u>Received</u>
Jan-20				
	1/3/2020	0	\$0.00	
	1/10/2020	0	\$0.00	
	1/17/2020	0	\$0.00	
	1/24/2020	0	\$0.00	
	1/31/2020	0	\$0.00	
		<u>0</u>	<u>\$0.00</u>	
Feb-20				
	2/7/2020	0	\$0.00	
	2/14/2020	0	\$0.00	
	2/21/2020	62	\$930.00	
	2/28/2020	77	\$1,155.00	
		<u>139</u>	<u>\$2,085.00</u>	
Mar-20				
	3/6/2020	81	\$1,215.00	
	3/13/2020	59	\$885.00	
	3/20/2020	0	\$0.00	
	3/27/2020	0	\$0.00	
		<u>140</u>	<u>\$2,100.00</u>	
Apr-20				
	4/3/2020	0	\$0.00	
	4/10/2020	0	\$0.00	
	4/17/2020	0	\$0.00	
	4/24/2020	0	\$0.00	
		<u>0</u>	<u>\$0.00</u>	
May-20				
	5/1/2020	0	\$0.00	
	5/8/2020	0	\$0.00	
	5/15/2020	0	\$0.00	
	5/22/2020	0	\$0.00	
	5/29/2020	0	\$0.00	
		<u>0</u>	<u>\$0.00</u>	
Jun-20				
	6/5/2020	0	\$0.00	
	6/12/2020	0	\$0.00	
	6/19/2020	0	\$0.00	
	6/26/2020	0	\$0.00	
		<u>0</u>	<u>\$0.00</u>	
Jul-20				
	7/3/2020	0	\$0.00	
	7/10/2020	0	\$0.00	
	7/17/2020	0	\$0.00	

EXHIBIT "G"

	7/24/2020	0	\$0.00
	7/31/2020	<u>0</u>	<u>\$0.00</u>
		0	\$0.00
Aug-20			
	8/7/2020	0	\$0.00
	8/14/2020	0	\$0.00
	8/21/2020	0	\$0.00
	8/28/2020	<u>0</u>	<u>\$0.00</u>
		0	\$0.00
Sep-20			
	9/4/2020	0	\$0.00
	9/11/2020	0	\$0.00
	9/18/2020	0	\$0.00
	9/25/2020	<u>0</u>	<u>\$0.00</u>
		0	\$0.00
Oct-20			
	10/2/2020	0	\$0.00
	10/9/2020	0	\$0.00
	10/16/2020	0	\$0.00
	10/23/2020	0	\$0.00
	10/30/2020	<u>0</u>	<u>\$0.00</u>
		0	\$0.00
Nov-20			
	11/6/2020	0	\$0.00
	11/13/2020	0	\$0.00
	11/20/2020	0	\$0.00
	11/27/2020	<u>0</u>	<u>\$0.00</u>
		0	\$0.00
Dec-20			
	12/4/2020	0	\$0.00
	12/11/2020	0	\$0.00
	12/18/2020	0	\$0.00
	12/25/2020	<u>0</u>	<u>\$0.00</u>
		0	\$0.00
2020 Total:		279	4185

EXHIBIT "G"

<u>Paid SWA</u>	<u>CHK #</u>	<u>OWE SWA</u>
2/21/2020	1760	
2/28/2020	1762	
3/6/2020	1763	
3/16/2020	1764	