
AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

ORANGE COUNTY LIBRARY SYSTEM

regarding

FACILITY USE AND PROGRAMMING AT THE ORANGE COUNTY INNOVATION CENTER

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**”), and **ORANGE COUNTY LIBRARY SYSTEM**, a Florida independent special taxing district, whose principal address is 101 East Central Boulevard, Orlando, Florida 32801 (“**OCLS**”). The parties may be individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County is developing and operating the Orange County Innovation Center (“OCIC”) as a public-facing space intended to foster innovation, creativity, collaboration, resilience, resourcefulness, and community problem-solving;

WHEREAS, the OCIC is intended to serve as an idea lab and collaborative environment where residents, partners, educators, entrepreneurs, and community leaders may explore emerging technologies, develop new ideas, and participate in programming that supports innovation and creativity;

WHEREAS, OCLS operates the Dorothy Lumley Melrose Center for Technology, Innovation and Creativity, which provides public access to creative technology spaces, hands-on learning opportunities, and subject-matter expertise in areas including makerspace activities, digital media, game development, fabrication, and fiber arts;

WHEREAS, OCLS has experience developing and delivering informal learning, technology education, STEAM programming, and creative-arts programming for the public;

WHEREAS, the mission and programming model of the Melrose Center align with the Innovation Center’s goals of supporting creativity, collaboration, resilience, resourcefulness, hands-on learning, and access to emerging technologies;

WHEREAS, County desires to collaborate with OCLS to support the operation, programming, and community use of certain specialty spaces within the OCIC, including maker, fabrication, and fiber arts spaces;

WHEREAS, the Parties desire to coordinate programming, scheduling, safety practices, public access, and partner engagement in a manner that supports the Innovation Center’s broader mission and avoids conflicts with other Innovation Center programs and partners;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, 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 in this Agreement as a material part of this Agreement by reference.

Section 2. Documents.

The documents that are incorporated by either reference or exhibit and thereby form this Agreement are:

1. This Agreement;
2. **Exhibit A: *Scope of Services***; and
3. **Exhibit B: *E-verification Certificate***
4. **Exhibit C: *Specialty Spaces***
5. **Exhibit D: *Human Trafficking Affidavit***

Section 3. No County Payment.

Except for the County's express obligations regarding ordinary facility access, utilities, general custodial services, and County-approved major repairs or replacements expressly identified in this Agreement, the County shall have no obligation to pay, reimburse, or compensate OCLS, OCLS personnel, approved partners, vendors, subcontractors, or any third party for services under this Agreement. No County payment obligation may arise except through a written amendment approved by the County and supported by all required procurement, budget, and appropriation approvals.

Section 4. Obligations of the Parties.

- A. Both the County and OCLS shall meet the obligations as described in the *Scope of Services* that is attached to this Agreement as "**Exhibit A.**" OCLS shall perform the services set forth in **Exhibit A** (the "Services") in accordance with the performance standards, timelines, and deliverables set forth therein, which are incorporated herein by reference and made a material part of this Agreement. The *Scope of Services* includes the roles and responsibilities of each Party and the process for providing Services.
- B. **Personnel.** OCLS represents that it has, or will secure, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be, nor shall they in any way be construed to be, employees of the County, nor shall they be considered in any way to have any contractual relationship with the County.
 1. All of the Services required under this Agreement shall be performed by OCLS or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, State, and local law to perform such Services.

2. OCLS warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any employee, subcontractor, volunteer, associate, or agent of OCLS whose performance under this Agreement requires licensure shall maintain such valid and active licensure for the full duration of the performance of applicable Services under this Agreement.
3. The County may require that OCLS remove any personnel that the County—in its sole and absolute discretion—deems incompetent, careless, or otherwise objectionable to perform Services under this Agreement. The County may provide oral notice for immediate removal, followed by written confirmation. County shall not be responsible for any costs related to such removal. OCLS shall be solely responsible for all costs associated with removal, replacement, discipline, reassignment, or employment action.
4. Pursuant to Section 448.095, Florida Statutes, OCLS must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. OCLS must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. Such certifications shall be provided by use of the E-Verify Use and Registration Certification attached as **Exhibit B**. Violation of s. 448.095, Florida Statutes, may result in the immediate termination of this Agreement.
5. OCLS shall ensure that all staff, employees, guests, invitees, third-party providers, volunteers, and other individuals engaged in the provision of Services to children and other vulnerable persons (as defined in Section 435.04, Florida Statutes) under this Agreement complete all background screenings required by Florida law and regulations published by the Florida Department of Children and Families, including Level II background screenings in accordance with Section 435.04, Florida Statutes. OCLS will make copies of the completed background screens for individuals performing Services under this Agreement available to the County upon request.
6. As a condition of this Agreement, OCLS shall attest under penalty of perjury that OCLS does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes, using the Human Trafficking Affidavit as attached as **Exhibit D**.

OCLS understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion", "labor", and "services" as follows:

- (1) "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or

services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

(2) "Labor" means work of economic or financial value.

(3) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

OCLS understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

Section 5. Facility Use.

A. Use of Space. The County grants OCLS a limited, revocable, non-exclusive license to use only the areas identified in **Exhibit C** ("Specialty Spaces") in the OCIC located at 7149 West Colonial Drive, Orlando, Florida 32801, solely for the Services. "Specialty Spaces" means the areas within OCIC identified in **Exhibit C**, including Maker Lab 1, Maker Lab 2, Idea Lab and the Gathering Room, together with County-owned equipment, tools, and consumables identified in the County-approved equipment inventory, as may be modified by the County in writing. This Agreement does not create a lease, tenancy, easement, possessory interest, exclusive occupancy right, joint venture, or agency relationship. The County retains ultimate ownership, custody, control, and authority over OCIC and may close, relocate, restrict, suspend, or modify access to OCIC or the Specialty Spaces for safety, security, emergency, maintenance, operational, legal, or public-interest reasons.

B. Utilities. Under the terms of this Agreement, the County is obligated to pay utility charges for the Specialty Spaces. Such charges will include electrical, water, sewer, fire/life safety protection service, gross receipt taxes, or any other cost that the local utility company may add to its monthly utility bill while this Agreement is in effect.

C. Care of Specialty Spaces. OCLS shall maintain the Specialty Spaces in good condition and in accordance with Section C of the Scope of Services.

D. Common Areas. OCLS shall have access to the common areas located within and around the building of which the Specialty Spaces is a part during the times in which they provide the Services.

E. Parking. OCLS shall be permitted to use available public parking serving OCIC for OCLS personnel, approved partners, and program participants during County-approved hours

of operation, subject to County parking rules and operational restrictions. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the County and OCLS is responsible for informing all OCLS employees, agents, visitors, licensees, invitees, contractors and program participants of such restriction. The County may enforce this restriction against OCLS' employees, agents, visitors, licensees, invitees, contractors, and program participants.

F. **Compliance with Laws and Regulations.** OCLS shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Specialty Spaces by OCLS or any business transacted, or services provided by OCLS while utilizing the Specialty Spaces. Additionally, OCLS shall comply with all rules regarding the protection, welfare, and orderly management of the Specialty Spaces that are currently in place, or as may be adopted by the County after the execution of this Agreement.

G. **Fixtures and Alterations.** OCLS shall not, without the County's prior written consent, attach any fixtures in or to the Specialty Spaces or change, alter, or make additions to the Specialty Spaces, nor attach or affix any article thereto, nor permit any annoying sound device, overload any floor, or deface the Specialty Spaces. OCLS shall not install, attach, remove, alter, modify, wire, anchor, relocate, or affix any fixture, equipment, signage, technology, electrical component, data line, shelving, tool, or improvement in or to the Specialty Spaces without the County's prior written approval, which may be granted, conditioned, or withheld in the County's sole discretion. Where County has approved OCLS' modifications to the Specialty Spaces, OCLS shall only be required to remove its modifications and restore the Specialty Spaces to its original condition upon OCLS' vacating of the Specialty Spaces should County make such restoration a condition of its approval. If, however, OCLS elects to remove its modifications upon vacating the Specialty Spaces, then OCLS at its expense, shall restore the Specialty Spaces to its original condition, ordinary wear and tear excepted.

H. **Redelivery of Specialty Spaces.** Upon expiration or termination of this Agreement, OCLS shall deliver the Specialty Spaces in as good order and condition as it now is, as it may be changed by the County, or as it may be changed by OCLS with approval of the County. Reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation, or appropriation shall be excepted. OCLS shall promptly surrender all keys and/or access badges to the County.

I. **Access to Specialty Spaces.** County shall provide reasonable access to the Specialty Spaces to OCLS in accordance with the terms of this Agreement. County reserves the right to determine when access to the Specialty Spaces may be restricted and shall provide reasonable notice to OCLS of such restrictions. County may, in its sole and absolute discretion, remove any person from County's premises, including from the Specialty Spaces, at any time. OCLS shall cooperate fully in County's efforts to maintain security within the Specialty Spaces and shall follow all regulations promulgated by County with respect thereto.

J. **Signs.** OCLS shall not install or locate signs in the windows or doors of the Specialty Spaces or any other part of the Specialty Spaces or grounds without first securing the County's

written consent. Any signs installed by OCLS with the County's permission shall be maintained in good repair and shall be removed, and any building or grounds damage therefrom restored, by OCLS at OCLS' expense.

K. **County's Right of Entry.** The County and its officers, employees, contractors, agents, emergency personnel, inspectors, and designees may enter the Specialty Spaces at any time for inspection, maintenance, repair, safety, security, emergency response, legal compliance, inventory, or operational purposes. OCLS shall not restrict County access to the Specialty Spaces or County-owned equipment. County will use reasonable efforts, to the extent practicable and as determined by the County, to conduct routine, non-emergency inspections, maintenance, repair, inventory, and similar activities in a manner that avoids unnecessary disruption to scheduled Services. This sentence shall not limit, delay, or condition the County's right of entry for safety, security, emergency response, maintenance, repair, legal compliance, inventory, operational needs, or protection of County property.

L. **Cleanliness of Specialty Spaces.** OCLS will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or hazardous materials or contaminants in the Specialty Spaces or in or around the building of which the Specialty Spaces forms a part. OCLS shall immediately notify the County and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities and shall provide the appropriate evidence of compliance.

M. **Radon Gas.** Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

N. **OCLS Rules of Conduct.** All participants in the programming provided by OCLS as part of the Services will be required to comply with the current version of OCLS' Rules of Conduct, which will be posted within the Specialty Spaces. OCLS retains the right to remove anyone violating the Rules of Conduct pursuant to OCLS policies and procedures.

O. **OCLS Trespass Rights.** Individuals trespassed from OCLS property may neither be present at nor participate in the programming provided by OCLS in the Specialty Spaces, and OCLS retains the right to remove such individuals pursuant to OCLS policies and procedures. OCLS shall notify the County if an individual who has been trespassed from OCLS property seeks to participate in OCLS programming at OCIC. The County shall determine whether and under what conditions the individual may access OCIC or participate in programming outside of that provided by OCLS. Nothing in this Section limits the County's authority to remove or restrict any person from County property.

Section 6. Term and Termination.

- A. **Term.** The term of this Agreement shall begin upon full execution by both Parties and shall expire on October 1, 2027, unless otherwise terminated earlier by the Parties pursuant to the terms of this Agreement.
- B. **Termination for Convenience.** Either Party may terminate this Agreement at will or for convenience by providing the non-terminating Party with thirty (30) days' written notice. Notice shall be provided in accordance with Section 7 of this Agreement. Termination for convenience shall not give rise to any claim for damages, lost revenues, lost donations, lost programming opportunities, staffing costs, partner costs, relocation costs, or other compensation. No County or OCLS payment, reimbursement, or compensation shall be due as a result of termination for convenience unless expressly authorized by a written amendment approved by the County or OCLS and supported by all required procurement, budget, and appropriation approvals.
- C. **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after written notice. If the breach cannot reasonably be cured within thirty (30) days, the breaching Party shall begin to cure within that period and diligently pursue cure to completion within a reasonable time not to exceed sixty (60) days from the date of receipt of the written notice, unless otherwise agreed in writing. Notwithstanding the foregoing, either Party may terminate this Agreement immediately upon providing notice to the other if such Party reasonably determines that termination is in the best interest of the public health, safety, or welfare.
- Termination for cause shall be in addition to, and not in lieu of, any other rights or remedies available under this Agreement, at law, in equity, or by statute. Nothing in this Section shall limit the County's right to suspend access or protect County property, or either Party's right to suspend activities, remove individuals, or pursue remedies for breaches that occurred before termination.
- D. **Effect of Termination.** Upon expiration or termination, OCLS shall cooperate with the County to wind down Services, return County property and access credentials, provide required records and final reports, protect confidential and personal information, remove OCLS property as approved by the County, and assist with County-approved participant communications. Termination shall not affect rights, remedies, or obligations that accrued before termination or that survive under the Agreement.
- E. **Suspension of Access or Services.** In addition to any termination right, the County may immediately suspend, limit, or restrict OCLS' access to OCIC, the Specialty Spaces, County systems, County equipment, any affected program, any approved partner, vendor, subcontractor, instructor, volunteer, or individual, if the County determines that such action is necessary or appropriate for safety, security, emergency, maintenance, operational, legal, insurance, data-security, public-records, public-health, public-welfare, or facility reasons. Such suspension shall not be enacted or enforced unreasonably, and County will use reasonable efforts to avoid unnecessary or unreasonable interference with OCLS' ability to perform the Services. Such suspension shall not constitute a breach by the County and shall not create any right to damages, payment, reimbursement, schedule extension, or other compensation.

Section 7. Notices.

- A. Notices to either Party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following:

To the County: Innovation Manager
7149 W. Colonial Dr.
Orlando, FL 32818

AND

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

To OCLS: Steve Powell
101 East Central Blvd
Orlando, Florida 32801

- B. Either of the Parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 8. Indemnification, Sovereign Immunity, Liability, and Independent Contractor.

- A. **Indemnification.**

Responsibility for Acts and Omissions. To the extent permitted by law and without waiving any defense, limitation, or immunity, including Section 768.28, Florida Statutes, each Party shall be responsible for the negligent or wrongful acts or omissions of its own officers, employees, and agents acting within the scope of their duties. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or as an agreement by either Party to indemnify the other beyond the limits or requirements of Florida law.

Third-Party Indemnity. OCLS shall require each non-governmental approved STEAM partner, vendor, subcontractor, consultant, instructor, volunteer organization, or other third party providing services at or for the Specialty Spaces to execute a County-approved agreement requiring such third party to defend, indemnify, and hold harmless the County and its officers, agents, and employees from claims arising out of that third party's acts, omissions, negligence, willful misconduct, violation of law, breach of safety requirements, or use of Specialty Spaces or County equipment.

- B. **Sovereign Immunity.** Nothing contained in this Section, or in any part of this Agreement, shall constitute a waiver of either Party's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

- C. **Liability.** In no event shall either Party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind,

lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement. The foregoing limitation shall not limit either Party's responsibility for direct damages, costs, or expenses arising from damage to County property, loss or misuse of County equipment, unauthorized use or disclosure of confidential information or personal information, data-security incidents, public-records violations, fraud, willful misconduct, gross negligence, hazardous-material release or remediation, indemnity obligations, third-party claims, equitable relief, or obligations that expressly survive termination.

D. **Independent Contractor.** The Parties agree that the relationship between the County and OCLS that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, lease, tenancy, or employment relationship between the County or any of its employees and OCLS or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

E. **Protection of Persons and Property.**

OCLS shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

1. OCLS shall take all reasonable precautions for the safety and protection of:

- (a). All employees and all persons whom OCLS suffers to be on the premises when such employees and persons are in areas under OCLS' control (i.e., the Specialty Spaces);
- (b). All property, materials, and equipment on the premises under the care, custody, or control of OCLS.

2. OCLS agrees that the County does not guarantee the security of any equipment or personal property brought by OCLS, its agents, or employees onto the County property and that the County shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss unless such damage, destruction, theft, or loss is the direct result of the negligence or willful misconduct of County officers, employees, or agents.

3. OCLS shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

This includes, but is not limited to, the following:

- (a). Occupational Safety & Health Act ("OSHA")
- (b). National Institute for Safety and Health ("NIOSH")
- (c). National Fire Protection Association ("NFPA")

4. OCLS shall comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<https://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

5. In any emergency affecting the safety of persons or property, OCLS will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

Section 9. Insurance.

A. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this License Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Agency, are not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this License Agreement.

B. The Agency shall require and ensure that each of its officers, employees, agents, representatives, contractors, subcontractors, vendors, invitees, and consultants, providing services here under (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

C. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this License Agreement, or prior to executing any renewals hereof, to verify such coverage:

Commercial General Liability - The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this License Agreement or shall be at least twice the required occurrence limit.

The Agency agrees to provide the following endorsements to the Commercial General Liability policy in favor of Orange County, Florida:

- CG 20 26 Additional Insured – Designated Person or Organization
- CG 24 04 Waiver of Transfer of Rights of Recovery

Business Automobile Liability – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Agency does not own automobiles the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Orange County, Florida:

- Waiver of Subrogation – WC 00 03 13

Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached to this License Agreement as "Exhibit D".

Sexual Abuse and Molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to vulnerable populations. "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

Professional Liability coverage – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.

D. If the Agency is an Agency or political subdivision of the State of Florida then, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

E. When self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of the Agency's most recent annual report or financial statement. For policies written on a "Claims-Made" basis the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

F. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better.

G. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

H. The Agency shall provide the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. The certificate holder and additional insured shall read:

Orange County, Florida

Attn: Risk Management Division
109 East Church Street, Suite 200
Orlando, Florida 32801

Section 10. Records Management and Personal Information Protection.

A. OCLS acknowledges that OCLS and any and all of its subcontractors providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this "Records Management" provision.

1. **Maintenance.** In the performance of this Agreement, OCLS shall establish and maintain separate books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting and record maintenance procedures.
2. **Retention.** Books, records, and accounts related to the performance of this Agreement shall be retained by OCLS for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point OCLS shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.
3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.

B. Public Records. Pursuant to Section 119.0701, Florida Statutes, both Parties must:

1. Keep and maintain public records required by the other Party to perform the service.
2. Upon request, provide to the requesting Party a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by Florida Statutes.
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 Parties do not transfer the records to the each other.
4. Upon completion of the Agreement, each Party will transfer, at no cost, all public records in its possession to the other Party or keep and maintain public records required for the performance of the service(s) contemplated under this Agreement.
5. If the Parties transfer all public records to each other upon completion of the Agreement, the Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keep and maintain public records upon completion of this Agreement, the Parties shall meet all applicable requirements for retaining public records.
6. All records stored electronically must be provided to the other Party, upon request from such Party, in a format that is compatible with the information technology systems of that Party.

IF OCLS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OCLS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, OCLS SHALL CONTACT THE PUBLIC RECORDS COORDINATOR ATTN: ISLANDE JACQUES, PROJECT COORDINATOR, PUBLIC

RECORD UNIT, 450 E. SOUTH STREET, ORLANDO FL 32801 OR VIA TELEPHONE 407-836-6754 OR EMAIL AT ISLANDE.JACQUES@OCFL.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE COUNTY SHALL CONTACT OCLS' CUSTODIAN OF PUBLIC RECORDS AT ORANGE COUNTY LIBRARY SYSTEM, ATTN: LOVEVIA WILLIAMS, FINANCE MANAGER, 101 EAST CENTRAL BLVD., ORLANDO, FL 32801 OR VIA TELEPHONE AT 407-835-7628 OR EMAIL AT PUBLICRECORDSREQUEST@OCLS.ORG.

- C. **Personal Information Protection.** In accordance with Florida Statutes, OCLS shall take reasonable measures to protect and secure data in electronic form containing program recipient personal information.
1. Personal information shall mean an individual's initials, first name or first initial and last name in combination with the following:
 - a. A social security number; or
 - b. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity; or
 - c. A financial account number or credit card or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account; or
 - d. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - e. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or
 - f. Any other identifier as referenced in the Department of Health & Human Services "Safe Harbor Standards."
 2. Personal information shall also include a username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

3. OCLS shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this Section (collectively hereinafter "Personal Information"), that OCLS has been contracted to maintain, store, or process on behalf of the County.
4. OCLS shall provide notice to the County as expeditiously as possible, without unreasonable delay, and no later than two (2) days following the determination of the breach or reasonable suspicion of a breach of any system containing data in electronic form that OCLS has been contracted to maintain, store, or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
5. Notice of any such breach to the County shall include the following:
 - a. A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security; and
 - b. The number of individuals who were or potentially have been affected by the breach; and
 - c. A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security; and
 - d. The name, address, telephone number, and e-mail address of the employee, agent, contractor, or business associate from whom additional information may be obtained concerning the breach; and
 - e. Any additional information requested by the County.

Section 11. Safeguarding Information.

- A. OCLS shall not use or disclose any information concerning a recipient of Services under this Agreement for any purpose not in conformity with all applicable Federal, State, and local laws, rules and regulations, except on written consent of the recipient, his or her attorney, or his or her responsible parent or guardian.
- B. In the course and scope of performing Services under this Agreement, OCLS may receive, be exposed to, or acquire confidential information including, but not limited to, personnel information, security information, trade secrets, or proprietary business information in the form of data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy, or contained in any computer database or computer readable form, as well as any information identified as confidential ("Confidential Information") of another party. OCLS, including their employees, agents, or representatives, shall:
 1. Not disclose to any third party the Confidential Information of the other party, except as otherwise permitted by this Agreement;

2. Only permit use of such Confidential Information by employees, agents, and representatives that have a need to know in connection with performance of Services under this Agreement; and
3. Advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

Section 12. Scrutinized Companies.

- A. By executing this Agreement, OCLS certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, OCLS certifies that OCLS is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- C. The County reserves the right to terminate this Agreement immediately should OCLS be found to:
 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- D. If this Agreement is terminated by the County as provided in subparagraph C(1) above, the County reserves the right to pursue any and all available legal remedies against OCLS, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

Section 13. Equal Opportunity and Nondiscrimination.

- A. Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to ensure equal opportunities to every person, regardless of race, religion, sex, color, age, disability, or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy, by requiring the following provisions in all County contracts:
 1. OCLS represents that OCLS has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.

2. OCLS agrees that, on the County's written request, OCLS shall permit reasonable access to business records of employment, employment advertisement, application forms, and other pertinent data and records for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement. OCLS shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. OCLS agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections 1 and 2 of this section shall be incorporated into and become a part of the subcontract.

Section 14. General Provisions.

A. **Assignments and Successors.** The Parties deem the Services to be rendered pursuant to this Agreement to be personal in nature. 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.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").

C. **Conflicts.** OCLS shall comply with all applicable local, State, and Federal laws, regulations, executive orders, and the policies, procedures, and directives of the County. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting Party. Neither Party has relied upon any representations or statements made by the other Party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any Party by electronic transmission of the full Agreement as executed by that Party to the other Party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that State.

G. **Headings.** The headings or captions of 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.

H. **Jury Waiver.** Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that Party does or might have to a trial by jury related to any Action.

I. **Nondiscrimination.** OCLS shall, at no time during the performance of Services under this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. Both Parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.

J. **Remedies.** No remedy conferred upon any Party in this Agreement 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.

K. **Severability.** The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

L. **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 under 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.

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

N. **Use of County and OCLS Logos.** Both Parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that Party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

O. **Venue.** Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

P. **Waiver.** No delay or failure on the part of either Party to this Agreement 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.

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

Section 15. Entire Agreement.

This Agreement, and any documents incorporated in this Agreement, 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties, attesting that they are duly authorized to enter into this Agreement, have executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name _____

ORANGE COUNTY LIBRARY SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

A. Background and Purpose

Orange County is developing OCIC as a community innovation hub. Within OCIC, the County has designated the Specialty Spaces for maker, fabrication, and fiber arts activities open to the public. OCLS has established expertise in operating creative learning environments, delivering STEAM programming, and managing public-access technology spaces.

The Parties enter into this Scope of Services so that OCLS will operate and program the Specialty Spaces, coordinate STEAM subject-matter partners, and contribute dedicated staffing and certain fiscal capacity, while Orange County retains ownership of the facility and equipment and final approval over partners. The Parties intend that the Specialty Spaces operate as a coordinated component of OCIC alongside other OCIC partners and programming.

B. Hours of Operation

The Parties acknowledge that the initial hours of operation for the Specialty Spaces may be established after execution of the Agreement. Before OCLS begins public-facing services in the Specialty Spaces, the hours of operation shall be approved in writing by the County's designated representative, in consultation with OCLS. Approved hours may be modified from time to time by written administrative approval of the County without formal amendment to the Agreement, provided that no such modification expands the County's obligations unless expressly approved in writing by the County.

The County retains final authority to approve, deny, condition, modify, reduce, suspend, or revoke the hours of operation based on facility availability, safety, security, maintenance, staffing, budgetary considerations, other OCIC programming, emergency conditions, or operational needs. OCLS shall not operate, schedule programming, authorize partner activities, or permit public access to the Specialty Spaces outside County-approved hours. Approved hours do not create any leasehold, possessory, exclusive use, guaranteed-access, payment, staffing, security, maintenance, or operational obligation of the County.

OCLS shall be responsible for conforming its staffing, programming, partner scheduling, and public communications to the County-approved hours. The County shall not be liable for damages, costs, lost revenues, lost donations, lost programming opportunities, or other losses arising from the County's approval, denial, modification, reduction, suspension, or revocation of hours.

C. Description of Services by OCLS

OCLS shall perform the following categories of services, each described in greater detail below:

1. Specialty Space Management

a. Operation. OCLS shall operate the Specialty Spaces, including day-to-day oversight, public access, and user support at the Specialty Spaces as shown in **Exhibit C**.

b. Policies and Safety. OCLS shall provide and maintain (i) usage policies for each Specialty Space, (ii) safety orientations for users prior to use of regulated equipment, and (iii) equipment maintenance protocols consistent with manufacturer guidance and industry practice. OCLS shall make current usage policies, safety orientations, and equipment maintenance protocols available to the County upon request and shall not materially modify any safety protocol, equipment-use rule, prohibited-use rule, age restriction, orientation requirement, or maintenance protocol without the County's prior written approval.

c. Scheduling. OCLS shall manage scheduling of the Specialty Spaces. OCLS shall configure scheduling to support drop-in use, reserved use, instructional sessions, and partner-led sessions, as applicable.

d. Data Integration with OCIC. The Parties acknowledge and agree that the OCIC public-facing website, events calendar, and related programming systems are managed by the County or its designees. The Parties further acknowledge that limited coordination and exchange of scheduling, room-reservation, resource-booking, and program information between Communico and OCIC systems is necessary to coordinate use of the Specialty Spaces, avoid scheduling conflicts, and publish accurate public-facing program information. For purposes of this Scope of Services, "Communico" means the scheduling and patron-engagement software platform used by OCLS for room and resource booking. Each Party shall designate a technical contact in accordance with Section H to coordinate the technical, operational, and administrative requirements for any data integration or data exchange. Unless otherwise approved in writing by both Parties and permitted by applicable law, any data exchanged under this Section shall be limited to information reasonably necessary for scheduling, calendar coordination, resource booking, room management, and public-facing program notices, and shall not include confidential patron records, payment information, passwords, credentials, or other sensitive personal information.

e. Equipment Ownership. Orange County shall retain ownership of all equipment located in the Specialty Spaces, including equipment installed at launch and equipment subsequently added by or on behalf of the County. OCLS shall not remove, transfer, or dispose of County equipment without County approval.

f. Maintenance and Repairs. Orange County shall fund necessary repairs to the equipment.

g. Coordinated Use of Facility. OCLS acknowledges that OCIC hosts multiple partners and programs. OCLS shall coordinate Specialty Space use with the County and other authorized OCIC partners to support balanced and non-conflicting facility use, in accordance with the joint coordination obligations in Section D.

2. Programming

a. Programming Delivered by OCLS.

OCLS shall deliver programming in the Specialty Spaces, including:

- Workshops;
- Open labs;
- Cohort programs; and
- Demonstrations.

b. Curriculum. Programming shall draw on OCLS's existing STEAM, youth and family, and creative-arts curriculum, and may be adapted to community needs and OCIC priorities.

c. Co-Branding. OCLS programming offered in the Specialty Spaces shall identify both OCLS and the Orange County Innovation Center in related program descriptions, promotional materials, signage, calendars, and other public-facing communications, as applicable. At a minimum, such programming shall be identified as an OCLS program “**Hosted at the Orange County Innovation Center**” or with substantially similar wording agreed to by the Parties. The Parties may update the approved co-branding language from time to time by written agreement, including by email or other written notice between the Parties’ designated representatives, without requiring a formal amendment to this Agreement, provided such update does not materially alter the rights or obligations of either Party. Neither Party shall use the other Party’s name, marks, or logos outside the agreed co-branding language or otherwise approved use without prior written consent.

d. Coordination with OCIC Staff. OCLS shall coordinate with OCIC staff on programmatic direction, community priorities, and alignment with broader OCIC objectives. OCLS retains responsibility for the educational design and delivery of its programming.

e. Calendar Coordination. The Parties shall mutually review the programming and events calendar on a regular cadence (see Section D) to avoid double bookings and conflicts among OCLS programming, OCIC programming, and approved partner activities.

3. STEAM Partner Vetting and Scheduling

OCLS shall provide STEAM Programming in the Specialty Spaces. For purposes of this Scope of Services, “STEAM Programming” means educational programming, instructional content, workshops, demonstrations, open labs, and related curricula in science, technology, engineering, arts, and mathematics, including youth, family, and creative-arts programming, delivered in or through the Specialty Spaces.

a. Identification. OCLS shall identify and recommend STEAM subject-matter partners to deliver programming or services in the Specialty Spaces.

b. County Approval. Orange County shall retain final approval over all STEAM partners. OCLS shall not authorize a partner to deliver programming in the Specialty Spaces until the County has provided written approval. The Parties shall use commercially reasonable efforts to complete approval within 5 business days — approval timeline to be confirmed] of OCLS's submission of a complete recommendation package.

c. Partner Scheduling Agreements. Following County approval, OCLS shall issue scheduling agreements to approved partners. Scheduling agreements shall reference applicable facility rules, safety requirements, insurance, and conduct standards.

d. Partner Directory. OCLS shall maintain a directory of approved STEAM partners and shall update the directory not less than monthly. The current directory shall be made available to OCLS via an editable Monday.com board hosted by Orange County.

4. Staffing

a. OCLS Staffing. OCLS shall hire and fully fund four (4) dedicated on-site staff positions assigned to the Specialty Spaces:

#	Position	FTE / Hours
1	Fab Lab Instructor	Full-Time
2	Fab Lab Instructor	32 hours/week
3	Youth Programming Specialist	Full-Time
4	Fiber Arts Instructor	32 hours/week

The number, classification, and scheduled hours of OCLS staff are based on anticipated launch operations and shall be adjusted by OCLS, as necessary, to conform to the County-

approved hours of operation. Any adjustment to hours of operation shall not create any County employer obligation or County obligation to fund, reimburse, or supplement OCLS staffing.

b. Estimated Cost; Funded by OCLS. OCLS estimates the fully loaded annual cost of the four positions at approximately **\$239,912.77 per year**, including salary, benefits, onboarding, and related employment costs. OCLS shall fully fund this staffing. Orange County shall have no employer obligations and shall make no payment to OCLS in respect of these positions.

c. Employer Status. Personnel assigned by OCLS to the Specialty Spaces are employees of OCLS and not of Orange County for any purpose, including wages, benefits, taxes, workers' compensation, and unemployment. OCLS shall comply with all applicable employment laws and shall maintain background-check and onboarding practices for personnel working with the public, including with minors where applicable in accordance with Section 4b of the Agreement.

d. Supervision. OCLS personnel shall be supervised by OCLS. OCLS personnel shall observe facility rules of OCIC while on-site.

5. Fiscal Role (Specialty Spaces Only)

a. Permitted Funds. OCLS may receive and administer sponsorships, grants, and donations designated specifically for Specialty Space operations and STEAM Programming, including, by way of example, donations of cash or materials for maker consumables such as wood, metals, and filament.

b. Cost Center. Funds received under C.5.a. shall be managed within OCLS's existing financial systems under a dedicated cost center established for Specialty Space and STEAM Programming.

c. Reporting. OCLS shall provide Orange County with a monthly financial report summarizing receipts, expenditures, and balances of the dedicated cost center. Reports shall be delivered no later than the 20th day of the month following the reporting period in a format mutually agreed by the Parties.

d. Limitations. The fiscal role described in C.5.a. is strictly limited to OCLS-managed Specialty Space and STEAM Programming activities. It does **not** extend to:

- General OCIC finances or operations;
- Funds managed by other OCIC partners; or
- Any other County or OCIC program area outside the Specialty Spaces.

OCLS shall not commingle Specialty Space funds with funds for unrelated OCLS/OCIC activities, and shall not accept funds restricted in a manner inconsistent with this Scope of Services without prior written agreement of the Parties.

D. Joint Coordination Responsibilities

The Parties shall jointly:

1. Maintain a coordinated calendar of Specialty Space programming, OCIC programming, and approved partner activities, with a recurring review cadence weekly
2. Designate primary points of contact and technical contacts as described in Section H, and update designations in writing as needed;
3. Cooperate on data integration between Communico and OCIC internal and public-facing systems consistent with Section C.3.
4. Review STEAM partner recommendations and approvals consistent with Section C.3.;
5. Coordinate communications, co-branding, and public-facing announcements concerning the Specialty Spaces consistent with Section C.2.c.; and
6. Meet not less than quarterly to review program performance, community impact, and any proposed adjustments to this Scope of Services.

E. Orange County Responsibilities

Orange County shall:

1. Provide and maintain the OCIC facility, including utilities, building systems, and general custodial services, in a condition suitable for the operation of the Specialty Spaces;
2. Retain ownership of, and fund major repairs and replacements of, Specialty Space equipment in accordance with Section C.1.f.;
3. Provide final approval of STEAM partners in accordance with Section C.3.;
4. Provide and maintain the OCIC public-facing website, events calendar, and related systems, and cooperate on data integration consistent with Section C.1.d.;
5. Designate a primary point of contact and a technical contact as described in Section H.;
6. Subject to the Agreement, OCIC facility rules, safety and security requirements, emergency conditions, maintenance needs, and the County's operational discretion, the County shall provide OCLS personnel, approved partners, and program participants with reasonable access to the Specialty Spaces during County-approved hours of operation; and
7. Coordinate with OCLS on overall OCIC programming direction and community priorities.

F. Reporting and Performance Standards

1. **Reporting.** OCLS shall provide the County with:
 - a. Monthly financial reports for the dedicated cost center (Section C.5.c.);
 - b. Monthly updates to the approved STEAM partner directory (Section C.3.d.); and
 - c. Quarterly programmatic reports summarizing programming delivered, attendance and participation metrics, and notable outcomes.
2. **Performance Standards.** OCLS shall perform services in a professional and workmanlike manner consistent with practices customary for public library and maker-space operations. Acceptance and performance review shall occur in connection with the recurring joint review meetings described in Section D.6.
3. **Cure.** If Orange County identifies a material performance concern, the County shall provide written notice to OCLS describing the concern, and OCLS shall have thirty (30) days to cure or to propose a reasonable cure plan. Termination rights and remedies shall be in accordance with Section 6 of the Agreement.

G. Exclusions and Limitations

This Scope of Services does **not** include, and OCLS shall have no responsibility for:

- a. Operation, programming, or management of areas of OCIC outside the Specialty Spaces;
- b. Building systems, utilities, custodial services, security, or capital improvements to OCIC;
- c. Ownership of, or major repair/replacement funding for, Specialty Space equipment (see Section C.1.e and C.1.f.);
- d. Financial management of OCIC funds or of funds managed by other OCIC partners (see Section C.5.d.);
- e. Employment, supervision, or payment of personnel other than OCLS employees and approved OCLS-engaged partners; and
- f. Any service not expressly described in this Scope of Services. Additional services may be added only by written amendment signed by both Parties.

H. Designated Contacts

Each Party shall designate, in writing, the following contacts. Designations may be updated by written notice to the other Party.

Role	OCLS	Orange County
Primary Point of Contact	Bethany Stone Assistant Director bstone@ocls.org 407-835-7445	Kunal Patel, Innovation Manager, Kunal.Patel@ocfl.net , 407-748-6654
Technical Contact (Data Integration)	Cassie Shivers IT Design & Development Department Head cshivers@ocls.org 407-835-7445	Kunal Patel, Innovation Manager, Kunal.Patel@ocfl.net , 407-748-6654
Fiscal / Reporting Contact	Kris Shoemaker CFO kshoemaker@ocls.org 407-835-7314	Aditta Riha Professional On-Call Aditta.Riha@ocfl.net <u>407-491-2330</u>

**EXHIBIT B
E-VERIFICATION CERTIFICATION**

NAME OF CONTRACTOR: (referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above-named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE:

NAME:

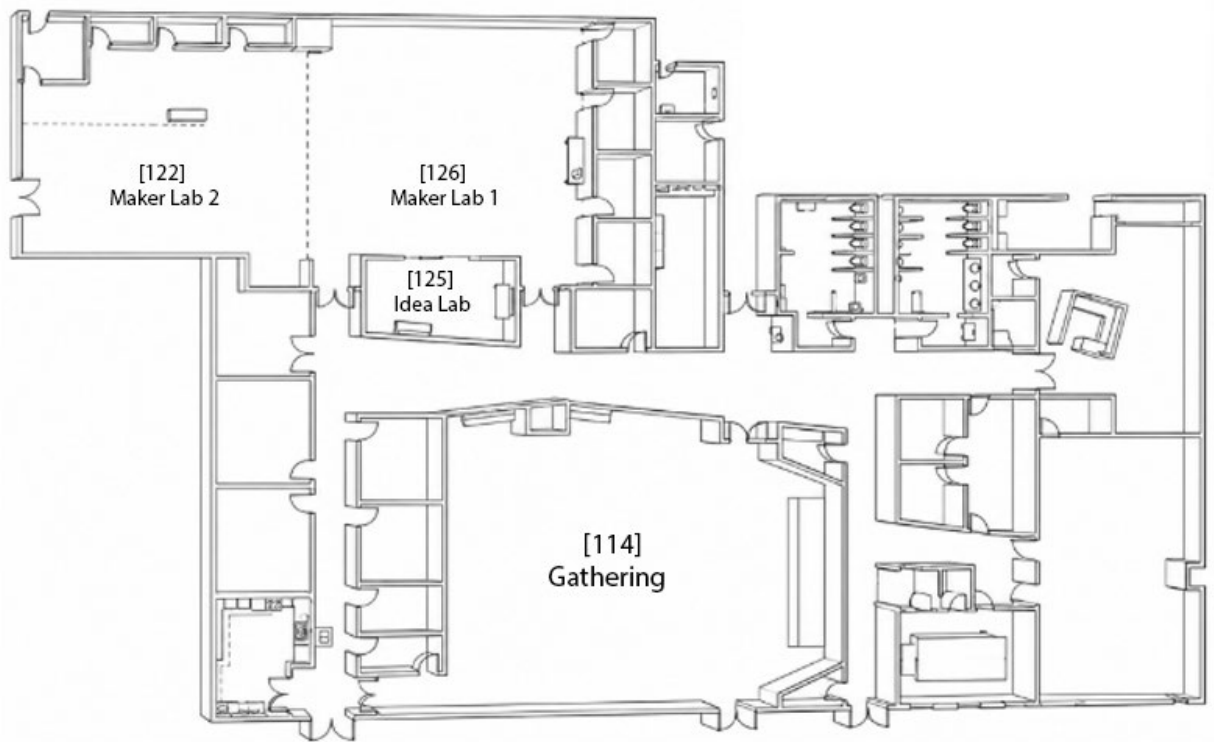
TITLE:

DATE:

EXHIBIT C
FACILITY USE TERMS “SPECIALTY SPACES”

1. **Description of Facility.** The Innovation Center or Facility is further described as follows:
 - A. **Street Address.** The Facility’s street address is: 7149 West Colonial Drive, Orlando, Florida 32818.
 - B. **Parcel ID.** The Facility’s parcel identification number is:23-22-28-3581-00-013
 - C. **Legal Description.** The legal description of the Facility is:

PARCEL COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N00°12'44"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 332.05 FEET; THENCE RUN N89°38'28"W, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIWASSEE ROAD AND THE SOUTHEAST CORNER OF LOT 1, HIGHLAND LAKES CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 87 THROUGH 89, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN N89°38'28"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 457.52 FEET; THENCE RUN N00°00'00"W, A DISTANCE OF 475.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'23", AN ARC DISTANCE OF 157.61 FEET, HAVING A CHORD BEARING OF N45°09'12"E AND A CHORD DISTANCE OF 141.80 FEET; THENCE RUN S89°41'37"E, A DISTANCE OF 359.12 FEET; THENCE RUN S00°12'44"W ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF HIWASSEE ROAD AND EAST LINE OF LOT 1, A DISTANCE OF 576.05 FEET TO THE POINT OF BEGINNING.
 - D. **Specialty Spaces.** “Specialty Spaces” mean the portions of the Facility the County makes available to OCLS for delivery of the Services and includes the following: Maker Lab 1 [126] & Maker Lab 2 [122], Gathering Room [114], Idea Lab [125]
 - E. **Parking.** Parking shall be limited to non-exclusive use of available general public parking serving the Facility, subject to County parking rules and operational restrictions.
 - F. **Map or Floorplan.** A map or floorplan of the Facility is provided below



**EXHIBIT D
HUMAN TRAFFICKING AFFIDAVIT**

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 _____ (Role) of _____ (Company).

3. _____ (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 _____ (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.

NAME OF BUSINESS ENTITY

SIGNATURE

TYPE NAME AND TITLE

DATE