
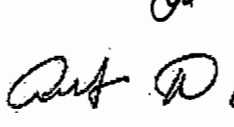




October 24, 2018

To: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

Thru: Linda Weinberg, Acting Deputy County Administrator 

From: Anthony D. Watts, Sr., Deputy Chief
Inmate Administrative Services
Orange County Corrections Department 

Contact: Juanita Beason, Assistant Manager
Community Corrections and Inmate Programs
407-836-0369

Subject: Orlando Serve Foundation "He Got Up" Program Services
BCC Consent Agenda – November 13, 2018

The Orange County Corrections Department (OCCD) and Orlando Serve Foundation, Inc. (OSF) through "He Got Up" Program Services are partnering to assist eligible Orange County inmates and/or probationers returning to the Orange County community in obtaining documentation necessary to secure a Florida driver's license or identification card through "He Got Up" Program Services. OCCD will provide staff to screen and refer appropriate inmates for program participation, as well as the necessary space for orientation and instruction of inmates. OSF will provide staff and volunteers to meet with eligible inmates and probationers to assist with acquiring the documentation necessary to obtain identification. All program services, equipment, tools, or supplies necessary for this program will be provided by OSF. No funding is required from Orange County.

ACTION REQUESTED:

Approval and execution of Agreement between Orange County, Florida and Orlando Serve Foundation, Inc. for "He Got Up" Program Services for a period of one year with the option of four one-year renewals, for a cumulative total of five years from the date the last party signs the Agreement.

Jb/li/isi

cc: Louis A. Quinones Jr. Deputy Chief, Security Operations and Support
Linda Brooks, Manager, Community Corrections and Inmate Programs
Juanita Beason, Assistant Manager, Community Corrections and Inmate Programs
File

BCC Mtg. Date: November 13, 2018

AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

ORLANDO SERVE FOUNDATION, INC.

for

"He Got Up" Program Services

This Agreement for "He Got Up" Program Services ("Agreement") is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 and Orlando Serve Foundation, Inc., a Florida not for profit corporation ("OSF") whose mailing address is 4365 Kennedy Avenue, Orlando, Florida 32812. County and OSF may be individually referred to as "party" or collectively as "parties."

Recitals

WHEREAS, the County houses inmates at the Orange County Corrections Facility ("Facility") which is overseen and managed by the Orange County Corrections Department ("OCCD"); and

WHEREAS, County, through the OCCD, desires to provide an opportunity for eligible inmates at the Facility to obtain certain documentation necessary for the issuance of a driver's license or valid identification card (collectively hereinafter referred to as the "He Got Up Program" or "Program"); and

WHEREAS, OSF has experience in providing the necessary assistance in obtaining such documentation through the He Got Up Program (collectively referred to as "Services"); and

WHEREAS, OSF has agreed to provide such Services to those Facility inmates deemed eligible by OCCD; and

WHEREAS, the County has determined the Program services, contemplated under this Agreement, shall serve a public purpose.

NOW THEREFORE, in consideration of the premises and mutual covenants

contained herein, the sufficiency of which is hereby acknowledged, County and OSF hereby agree as follows:

Section 1. Recitals. The parties agree that the recitals above are true and correct and are hereby incorporated as a material part of this Agreement.

Section 2. Term and Termination.

2.1 The term of this Agreement shall commence upon execution by the last signing party or execution by the County, whichever is later, for a period of one-year. This Agreement may be renewed for up to four (4) additional one-year periods, upon mutual written consent of both parties.

2.2 This Agreement may be terminated by either party at any time, with or without cause, upon no less than thirty (30) day notice in writing to the other party. County reserves the right to terminate this Agreement upon twenty-four (24) hour written notice to OSF should OCCD deem immediate termination is necessary. Any such termination shall be at the sole discretion of the County.

2.3 Termination of this Agreement, by either party, shall comply with the notice requirements set forth in Section 15 of this Agreement.

Section 3. Inmate Eligibility Requirements.

3.1 County shall screen potential inmates for participation in the Program based upon an OCCD established criteria.

3.2 OCCD shall be solely responsible for determining eligibility of inmates for participation in the Program. OCCD retains the right to remove any inmate from the Program as may be deemed necessary by OCCD, in its sole discretion.

Section 4. OSF Responsibilities. OSF shall be responsible for the following:

4.1 OSF will provide Program services for eligible inmates in accordance with the requirements set forth in the Scope of Service, attached hereto and incorporated by reference as Exhibit "A" (hereinafter referred to as "Scope of Service" or "Scope").

4.2 OSF shall utilize either paid employees or volunteers in the performance of Program services.

4.3 All OSF staff or volunteers having contact with inmates will be pre-approved by OCCD and have successfully completed OCCD volunteer orientation. No OSF staff or volunteers shall be permitted access to the Facility or the Facility's inmates without the required prior approval from OCCD.

4.4 OSF shall ensure that all eligible inmates, as designated by OCCD, are permitted to participate in Program services regardless of race, color, religion, gender, age, national origin, political affiliation, handicap, marital status, or other similar factors in compliance with all federal, State and County standards.

4.5 OSF shall keep accurate and complete records and shall file all reports required under this Agreement, if any, in accordance with applicable County requirements.

4.6 OSF will provide County with a current schedule of volunteers and OSF staff designated to provide Services under this Agreement to include day and time(s) that they will be on site at the Facility. OSF shall ensure that OCCD is immediately notified of any changes to the schedule. Failure to provide such updates may result in denial of access to Facility.

4.7 OSF shall designate an individual to serve as a contract liaison between OSF and the County for the Services provided under this Agreement ("OSF Liaison") and shall provide OCCD with the respective individual's name and contact information.

Section 5. County's Responsibilities. The County shall be responsible for the following:

5.1 OCCD shall collaborate with OSF on the implementation of the Program and the development of Program protocol.

5.2 County shall furnish OSF staff and volunteers to be used for the Program with a four-hour security training and orientation.

5.3 County shall provide classroom space within the Facility that can accommodate a minimum of ten (10) student inmates for classroom instruction.

5.4 County shall provide a secure training space within the Facility to provide Program orientation sessions.

5.5 County shall provide an OCCD officer within the classroom during all orientation sessions.

5.6 County shall maintain records, such as Program entry and departure, of the inmates' participation in the Program.

5.7 OCCD shall designate an individual to serve as a contract liaison between OSF and the County for the Services provided under this Agreement ("OCCD Liaison") and shall provide OSF with the respective individual's name and contact information.

Section 6. Prohibit Entry and Removal from Premises. The County or OCCD may, at its sole and absolute discretion, prohibit entry into the Facility or authorize the removal any OSF employee, agent, representative, or volunteer from the Facility or County premises at any time.

Section 7. Insurance Requirements. OSF 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. These requirements, as well as the County's review or acceptance of insurance maintained by Service Provider are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by OSF under this Agreement.

OSF shall require and ensure that each of its sub-contractors/consultants providing Program services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

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. *(Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best Ratings are available at www.ambest.com)*

Required Coverage:

1. **Workers' Compensation-** OSF shall maintain coverage for its employees within statutory workers' compensation limits and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis.

2. **Commercial General Liability-** OSF 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 \$500,000 per occurrence. OSF 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 Agreement or shall be at least twice the required occurrence limit.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of OSF's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis OSF agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. 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 Agreement, OSF agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve OSF of the obligation

to provide replacement coverage.

By entering into this Agreement, OSF agrees to provide a Waiver of Subrogation in favor of the County for each policy required herein. When required by the insurer, or should a policy condition not permit OSF to enter into a pre-loss agreement to waive subrogation without an endorsement, then OSF agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

OSF agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured-Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this Agreement, OSF shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, OSF shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy. 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 OSF 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. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Procurement Division
400 E. South Street
Orlando, Florida 32801

Protection of Persons and Property: OSF shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

a. OSF shall take all reasonable precautions for the safety and protection of:

1) All employees and all persons whom OSF suffers to be on the premises and other persons who may be affected thereby;

2) All property, material and equipment on the premises under the care, custody or control of OSF; and

3) Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.

b. OSF agrees that the County does not guarantee the security of any equipment or personal property brought by OSF, its agents or employees onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

c. OSF 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:

- 1) Occupational Safety & Health Act (OSHA)
- 2) National Institute for Occupational Safety & Health (NIOSH)
- 3) National Fire Protection Association (NFPA)

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

http://www.orangecountyfl.net/cms/DEPT/countyadmin/risk/safety-health_manual.htm

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

Section 8. Indemnification. To the fullest extent permitted by law, OSF shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorneys' fees) of any kind of nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of OSF, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

Section 9. Independent Contractor Status. OSF is an independent contractor and all OSF agents, faculty, employees, and volunteers shall remain agents, faculty, employees, and volunteers of OSF while performing under this Agreement.

Section 10. Assignment and Subcontracts.

10.1 The parties deem the Program services to be rendered by OSF under this Agreement to be personal in nature. OSF shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If OSF attempts to assign any of its rights or duties without prior written permission from the County, the County, in its sole discretion, may declare this Agreement to be void.

10.2 OSF shall not enter into any subcontracts for the performance of any of the Program services performed under this Agreement without obtaining prior written approval from the County, which shall be attached to the original Agreement and subject to such conditions and provisions as the County may deem necessary. Notwithstanding the foregoing, and unless provided for herein, the County's prior written approval shall not be required for purchases made by OSF of such articles, supplies, and equipment which are both necessary and incidental to the performance of the work required under this Agreement. It shall further be agreed to by the parties that in no event shall the County be responsible, by its approval of any subcontracts or other provisions set forth in this Agreement, for any financial obligations not otherwise provided for in this Agreements or amendments thereto.

10.3 Failure to comply with the provisions set forth in this Section may result in immediate termination of this Agreement.

Section 11. Tobacco Free Campus. All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to OSF, their employees, agents and volunteers during their performance under this Agreement on Facility or other County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

Section 12. Use of County Logo. OSF is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

Section 13. Public Records Compliance Requirements. All books, records, and accounts related to the performance of this Agreement by OSF shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by OSF or provided to OSF under the terms of this Agreement, are public records and OSF agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

Section 14. 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 addresses or to such other addresses as the parties may designate to each other in writing from time to time:

To the County: Orange County Corrections Department
Attn: Manager, Community Corrections &
Inmate Program Division
Corrections Administration Building
3723 Vision Blvd.
Orlando, Florida 32839

AND

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

To OSF: Orlando Serve Foundation, Inc.
4365 Kennedy Avenue
Orlando, Florida 32812

Section 15. No Cost to County. All Program services, equipment, tools, supplies provided by OSF under this Agreement shall be at no cost to the County or OCCD. OSF agrees be solely responsible for any costs and expenses incurred relating to the Program and its participation under this Agreement.

Section 16. 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.

Section 17. No Waiver of Sovereign Immunity. Nothing contained herein shall constitute, or in any way be construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 786.28, Florida Statutes.

Section 18. Assignments and Successors. Each party binds itself and its partners, successors, administrators, and assigns to the other party of this Agreement and to its partners, successors, executors, administrators, and assigns of such other party in respects to the 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.

Section 19. Counterparts and Facsimile Signatures. 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 transmission of signature pages to the other parties at the other addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission. Manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

Section 20. Waiver. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default. Any such notice shall be provided in accordance with the provisions set forth in Section 14 of this Agreement.

Section 21. 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.

Section 22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 23. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 24. Attorneys' Fees and Costs. The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement and any litigation that arises either directly or indirectly here from.

Section 25. Jury Waiver. Each party hereto hereby irrevocably waives, to the fully 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.

Section 26. Third-Party Rights. The provisions of this Agreement are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person or entity.

Section 27. 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.

Section 28. 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.

Section 29. 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.

Section 30. 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.

Section 31. Headings. 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.

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: B. J. Dalchanda
Teresa Jacobs
for Orange County Mayor

Date: 11.13.18

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

By: Katie Sweet
Deputy Clerk

Date: NOV 13 2018

[REMAINING SIGNATURES ON FOLLOWING PAGE]

ORLANDO SERVE FOUNDATION INC.

By: _____

Print Name: Timothy Johnson

Title: President

Date: 10/19/2019

EXHIBIT “A”

SCOPE OF SERVICES

Inmate Target Population:

OSF shall provide documentation assistance to eligible inmates/incarcerated individuals housed by Orange County Corrections Department. Services shall take place at 33rd Street Correctional Facility.

Identifying Inmate Target Group:

- Sentenced inmates with a ERD > 4 weeks or consecutive OC probation term
- Orange County residents
- Inmates with outstanding court cost, fees and fines and or involvement with a collection agency because of delinquent fee, fines and court cost
- Inmate must be sentenced to a minimum of 60 days or must have a consecutive probation sentence in Orange County
- Must be non-real ID compliant according to DMV requirements
- Must be missing documents such as SS card or birth certificate
- Must reside in Orange County, FL upon release
- Must have knowledge of their birth place, and parents' names
- Must express willingness and motivation of following up on referrals upon release

Program Goals & Objectives:

It will be the responsibility of OSF:

- To provide OCCD selected inmates' assistance in obtaining copies of documentation necessary to secure a Florida driver's license or identification card.
- Eligible sentenced inmates must have cases from Orange County eligible inmates will attend a court hearing in the BRC to be held quarterly. At the hearings, the court will address the conversion of court cost, fees or fines into ACS hours, retrieval from collection agencies and new payment plans.
- Eligibility criteria regarding conversion of court costs, fees or fines to be determined by HGU Legal Team.