

**NASSAU COUNTY AGREEMENT/CONTRACT
NASSAU COUNTY YOUTH INTERVENTION PROGRAM 2021-2022 AGREEMENT**

This Nassau County Youth Intervention Program 2021-2022 Agreement ("Agreement") is made and entered into this 9th day of August, 2021, by and between Nassau County, a political subdivision of the State of Florida ("County") and Bright Minds Youth Development, Inc., a Florida nonprofit corporation ("Bright Minds").

Recitals

WHEREAS, Bright Minds is a nonprofit corporation that provides a mixture of services, including tutoring and mentoring, to youth and young adults located in counties in Northeast Florida, including Nassau County; and

WHEREAS, the County and the Nassau County Juvenile Judge have partnered together to create a prevention program known as the Nassau County Youth Intervention Program ("Program"); and

WHEREAS, the goal of the Program is to meet the targeted needs of Nassau County youth by providing effective diversion and intervention programs which include redirection of youth through community service, mentoring, and academic assistance to prevent juvenile delinquency as well as school truancy prevention; and

WHEREAS, the State of Florida has allocated funds within the Department of Juvenile Justice 2021-2022 budget for the Program; and

WHEREAS, the Program is in need of a provider to conduct the tutoring and mentoring services of the Program; and

WHEREAS, Nassau County has entered into a Contract with the Florida Department of Juvenile Justice to provide services to probation and community at-risk youth who reside in Nassau County; and

WHEREAS, the County is desirous of entering into an Agreement with Bright Minds to provide such services for the Program under the terms and conditions set forth in this Agreement; and

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. The term of this Agreement shall commence as of the date first above-written, or if prior approval of this Agreement by the Department of Juvenile Justice's Contract Manager as set forth in the State Funding Agreement has not been received, the date approval is received, and end at midnight on June 30, 2022, unless sooner terminated as provided elsewhere in this Agreement. The Agreement is subject to renewal for three consecutive years, provided funding is available.

2. In connection with the Program, Bright Minds shall provide tutoring and mentoring services for youth participants assigned to the Program by the Juvenile Judge of Nassau County ("Services").
3. Bright Minds shall also serve as the coordinator and administrator of the Nassau County Youth Intervention Program ("Director"), as designated by the County and in compliance with all requirements of the State Funding Agreement between the State of Florida, Department of Juvenile Justice and Nassau County Board of County Commissioners, Contract No. 10717 ("State Funding Agreement"), which Agreement is incorporated herein by this reference.
4. Bright Minds shall be responsible and in compliance with all requirements of the State Funding Agreement between the State of Florida, Department of Juvenile Justice and Nassau County Board of County Commissioners (Contract No. 10717) which Agreement is incorporated herein by this reference.
5. Bright Minds shall include in the statements a detailed itemization of the services provided for coordination by the Director and administration. The approved charge for coordination and administration is \$50.00 per hour.
6. Subject to the limitations set forth in this paragraph and paragraphs 5, 6, and 7, the County shall pay Bright Minds for all Services provided directly by Bright Minds. No more frequently than once each calendar month, Bright Minds shall submit to the Director a statement for Services provided ("Statement") under paragraph 2 during the calendar month immediately preceding the Statement. Each Statement shall include a detailed itemization of the Services provided and be allocated according to the following categories:
 - a. Tutoring: One time enrollment fee of \$30 per participant and \$65 per hour, for a minimum of thirty (30) minutes per session and offered at a minimum of two times per week.
 - b. Mentoring: One time enrollment fee of \$30 per participant and \$55 per hour, for a minimum of thirty (30) minutes per session and offered at a minimum of two times per week.

Services shall not exceed the unit costs set forth above. Bright Minds shall promptly submit to the County such additional information and supporting documentation in support of any Statement as the County's Office of Management and Budget may reasonably request. The County does not have any obligation to pay for Services not included in a Statement submitted to the Office of Management and Budget. The County shall make payment on all Statements in accordance with the Local Government Prompt Payment Act. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

7. Bright Minds may be reimbursed for Department of Juvenile Justice required background screening and training as required in the State Funding Agreement in an amount not to exceed \$6,560.00. The County shall otherwise have no obligation to reimburse any expenses incurred by Bright Minds in providing any Services.
8. The County's obligation to pay Bright Minds for Services under this Agreement shall be limited to only the Services set forth herein and shall in no event be in excess of the available funds provided in the State Funding Agreement between the State of Florida, Department of Juvenile Justice and Nassau County Board of County Commissioners, Contract No. 10661.
9. The County shall have no obligation to pay for any Services provided by Bright Minds under paragraph 2 with respect to any particular Participant after Bright Minds has been notified that the Participant has been terminated from the Program.
10. Bright Minds shall maintain all records and documents applicable to the Program and to Bright Minds' performance under this Agreement for a minimum of five (5) years from the date that final payment under this Agreement is received from the County, and shall be available for audit and public disclosure upon request of duly authorized persons. Bright Minds shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to such records and documents.
11. Bright Minds shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County. The County may withhold consent for any or no reason. If Bright Minds attempts to assign any such rights or duties without securing the County's prior written consent, the County may declare this Agreement terminated.
12. In lieu of formal execution of a "Public Entity Crime Statement", Bright Minds acknowledges the following statement: "A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."
13. Bright Minds acknowledges that an entity or affiliate who has been placed on the Discriminatory Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may

not transact business with any public entity, in accordance with Section 287.134, Florida Statutes.

14. Bright Minds shall be responsible for obtaining at its own expense any license or certificate that may be required for the operation of Bright Minds, or any portion of the Program, or delivery of Services provided under this Agreement, and shall provide a copy of any such license or certificate to the Director.

15. Bright Minds shall be responsible for ensuring that all of its employees, agents or subcontractors participating on its behalf in providing services for the Program take appropriate steps to protect confidentiality required by the Department of Juvenile Justice in the State Funding Agreement and that they have completed all training and qualification requirements required by the Department of Juvenile Justice in the State Funding Agreement, including but not limited to the following:
 - a. Training specified in Article III B. 8, and
 - b. Background Screening specified in Article VIII P. 3.

16. Bright Minds is an independent contractor under this Agreement. None of Bright Mind’s principals or employees shall be regarded as employees of the County for purposes of this Agreement.

17. Bright Minds agrees to defend, protect, indemnify and hold harmless the County, the Nassau County Sheriff’s Office, the Nassau County Courts, the Florida Supreme Court, the Florida State Courts System and each of their principals, employees, officers, agents and servants (collectively, the “Indemnitees”), from and against any and all suits, claims, demands, liabilities, and costs and all damages, including reasonable attorney’s fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any Participant, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to Bright Minds in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents, or servants, or to any subcontractor of Bright Minds. Bright Mind’s obligations under this paragraph shall also apply to actions by third parties performed on behalf of Bright Minds pursuant to this Agreement.

18. Bright Minds shall procure and maintain throughout the term of this Agreement the following insurance:

Commercial General Liability (Including premises, operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp. Ops. Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence
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	\$ 50,000 Fire Damage (any one fire)
	\$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles; owned, hired or non-owned)	\$1,000,000 Combined Single Limit
Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident \$500,000 disease-policy \$100,000 disease-each employee
Professional Liability	\$1,000,000 per occurrence

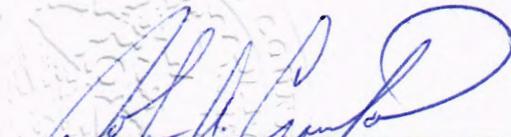
Bright Minds shall deliver certificates of insurance for the required insurance coverage to the County identifying and designating as "Additional Insured" Nassau County, a political subdivision of the State of Florida whose mailing address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, the Nassau County Board of County Commissioners, the Nassau County Courts and the Nassau County Sheriff's Office. Such certificates of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

19. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
20. No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.
21. The Recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Agreement.
22. This Agreement shall be binding upon, and shall inure to the benefit of, Bright Minds, the County, and their respective successors and permitted assigns.
23. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

24. This Agreement shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this Agreement shall be Nassau County, Florida.
25. Time is of the essence with respect to this Agreement and each of its terms and provisions.
26. In the event an attorney must be employed to enforce or interpret this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other's claims, shall be entitled to an award of reasonable attorney's fees and costs, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, arbitration, or other dispute resolution proceeding, or incurred in bankruptcy or on appeal. The provisions of this paragraph shall survive any termination of this Agreement.
27. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall be binding upon either party unless the same has been reduced to a writing executed on behalf of each.
28. Each of the parties hereto has had the full and complete opportunity to participate in the negotiation and drafting of this Agreement, and to seek the advice of counsel of such party's choosing in connection therewith. Accordingly, neither this Agreement nor any of its terms, conditions, provisions and covenants shall be construed against one party or in favor of such party by reason of such party's participation or lack of participation in the negotiation and drafting of this Agreement.
29. Either party may declare this Agreement terminated with or without cause. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice that is no sooner than thirty (30) calendar days immediately following the date of such notice. The provisions of paragraphs 4 through 8, paragraph 15, and paragraphs 17 through 27 shall survive any such termination, as shall any obligation on the party of the County to pay Bright Minds for Services provided by Bright Minds prior to the effective date of such termination.

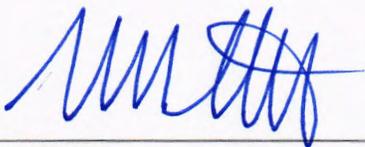
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of each as of the date and year first above-written.

ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



THOMAS FORD
Its: Chairman

**APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:**



MICHAEL S. MULLIN

**BRIGHT MINDS YOUTH DEVELOPMENT, INC.,
a Florida nonprofit Corporation**



DAVID BRIGHT
Its: President