

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **BRIGHT MINDS YOUTH DEVELOPMENT, INC.**, located at 7854 Dawsons Creek Drive, Jacksonville, Florida 32222, hereinafter referred to as the “Contractor”.

**WHEREAS**, the County desires to obtain professional services of a Director for the Nassau County Youth Intervention Program and the provision of Tutoring and Mentoring Services for the Nassau County Sheriff’s Work Ethics and Training (S.W.E.A.T) Program. Said services are more fully described in the *Scope of Services*, attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the Contractor desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Contractor’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Contractor for the rendering of those services described in Exhibit “A”.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A**      CONTRACTOR’S SCOPE OF SERVICES

**Exhibit B**      INSURANCE REQUIREMENTS

**Exhibit C**      STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE AND  
THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
(CONTRACT NO. 10813)

**SECTION 3. Employment of the Contractor.**

3.1 The County hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the professional services set forth in Exhibit “A”.

**SECTION 4. Scope of Services.**

4.1 The Contractor shall provide professional services as Director of the Nassau County Youth Intervention Program including the provision of tutoring and mentoring services for youth participants assigned by the Juvenile Judge of Nassau County in accordance with Exhibit “A” and in compliance with all requirements of the State Funding Agreement between the State of Florida, Department of Juvenile Justice and the Nassau County Board of County Commissioners, Contract No. 10813 (“State Funding Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit “C”.

4.2 Contractor shall submit a monthly invoice (“Invoice”) for services rendered in the prior calendar month. Each Invoice shall include a detailed itemization of the services provided

pursuant to the categories and pricing set forth in Section 7 hereinbelow. Contractor shall promptly submit to the County such additional information and supporting documentation in support of any Invoice as the County's Office of Management and Budget may reasonably request.

**4.3** Contractor shall be responsible for obtaining, at its own expense, any license or certification that may be required for the provisions of services under this Contract and shall provide a copy of any such license or certificate to the County.

**4.4** Contractor shall be responsible for ensuring that all of its employees, agents or subcontractors participating on its behalf in providing services under this Contract take appropriate steps to protect all confidential information as required under Exhibit "C", including but not limited to the following:

- a) Training specified in Attachment I, Article III, B (3), Staff Training as provided in Exhibit "C"; and
- b) Background Screening specified in Article VIII, P (3), Background Screening as provided in Exhibit "C".

**4.5** Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

**SECTION 5. The County's Responsibility.**

**5.1** The County shall provide the Contractor with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Contractor shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

**5.2** The County hereby designates the County Attorney, or designee, to act on the County's behalf under this Contract. The County Attorney, or designee, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Contractor's services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

**6.1** The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on September 30, 2024. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Contractor and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

**6.2.** In the event this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Compensation.**

**7.1** The Contractor shall be compensated in an amount not to exceed \$110,000.00 in accordance with the pricing set forth in Exhibit "A".

**7.2** The Contractor shall prepare and submit to the County Attorney, for approval, an Invoice for the services rendered, with a copy provided to [sgilbert@nassaucountyfl.com](mailto:sgilbert@nassaucountyfl.com) and [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be

accompanied by a report or Invoice identifying the nature of the work performed, the hours required and compensation for the work performed. The report or Invoice shall show a summary of fees. The County reserves the right to withhold payment to the Contractor for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Contractor in writing if any Invoice or report is found to be unacceptable and will specify the reasons therefor. The Contractor shall have thirty (30) days to cure any failure upon written notice. Contractor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**7.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**7.4** The County's obligation to pay Contractor for Services under this Contract 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 the Nassau County Board of County Commissioners, Contract No. 10813, a copy of said Agreement is attached hereto and incorporated herein as Exhibit "C".

**7.5** The County shall have no obligation to pay Contractor for any Services provided by the Contractor with respect to any participant after Contractor has been notified that the participant has been terminated from the Program.

**7.6** Final Invoice: Contractor shall submit to County Contractor's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Contractor to County shall indicate that all services have been performed by Contractor and that all charges

and costs have been invoiced by the Contractor to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

**SECTION 8. Standard of Care.**

8.1 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Contractor shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

**SECTION 9. Equal Opportunity Employment.**

9.1 In connection with the work to be performed under this Contract, the Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**SECTION 10. Access to Premises.**

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

**SECTION 11. Funding.**

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

12.1 The Contractor shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all

salary, expenses and other compensation paid to the Contractor's agents, if any, hired by the Contractor to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

**13.1** The Contractor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Contractor shall refrain from including taxes in any billing. The Contractor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**13.2** The Contractor shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**13.3** The Contractor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

**14.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this

Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**14.2** The Contractor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 15. Modifications.**

**15.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 16. Assignment and Subcontracting.**

**16.1** The Contractor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**16.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Contractor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Contractor shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Contractor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Contractor, at its expense, shall defend the County against such claims.

**16.3** The Contractor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Contractor and subcontractors. The Contractor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Contractor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

**17.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 18. Termination for Default.**

**18.1** If the Contractor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Contractor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**18.2** Upon termination of this Contract, the Contractor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 19. Termination for Convenience.**

**19.1** The County reserves the right to terminate this Contract in whole or part by giving the Contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Contractor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Contractor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Contractor. The Contractor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 20. Nondisclosure of Proprietary Information.**

**20.1** The Contractor shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Contractor's performance of the services to be proprietary unless such information is available from public sources. The Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

**SECTION 21. Contingent Fees.**

**21.1** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission,

percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION 22. Ownership of Documents.**

**22.1** The Contractor shall be required to work in harmony with other County Contractors relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

**SECTION 23. Force Majeure.**

**23.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**23.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Contractor believes is excusable under this section, the Contractor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if

the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 24. Access And Audits of Records.**

**24.1** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have

access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Contractor.

**SECTION 25. Independent Contractor Status.**

**25.1** The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be an agent, employee or representative of the County.

**25.2** The Contractor and the County agree that during the term of this Contract: (a) the Contractor has the right to perform services for others; (b) the Contractor has the right to perform the services required by this Contract; and (c) the Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 26. Indemnification.**

**26.1** The Contractor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or any persons employed or utilized by the Contractor, in the performance of this Contract. The Contractor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Contractor's performance under this Contract.

**SECTION 27. Insurance.**

**27.1** The Contractor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit “B”. The policy limits required are to be considered minimum amounts.

**27.2** The Contractor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 28. Dispute Resolution Process.**

**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Contractor pursuant to Section 35 hereinbelow. The written notification shall set forth the County’s interpretation of the terms of this Contract.

**28.3** The County shall then set a date and time for the parties to meet with the County

Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Contractor. The Contractor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**28.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. The Contractor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 29. E-Verify.**

**29.1** The Contractor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Contractor during the term of this Contract to work in Florida. Additionally, if the Contractor uses subcontractors to perform any portion of the work (under this Contract), the Contractor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**29.2** The Contractor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent

with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program. If the Contractor enters into a contract with a subcontractor, the subcontractor shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract.

**29.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

### **SECTION 30. Public Records.**

**30.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with 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 cost provided in this chapter or as otherwise provided by law.
- c. 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 the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor

shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**30.3** If the Contractor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**30.4** If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**30.5** If a civil action is filed against the Contractor to compel production of public records relating to the Contract, the Court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the County and to the Contractor.

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Contractor at the Contractor's address listed on its Contract with the County or to the Contractor's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Contractor complies with a public records request within eight (8) business days after the notice is sent, the Contractor is not liable for the reasonable costs of enforcement.

**SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

**31.1** During the term of this Contract, or any extension thereto, the Contractor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Contractor. If the existence of the proceeding causes the County concerns that the Contractor's ability or willingness to perform this contract is jeopardized, the Contractor may be required to provide the County with reasonable written assurance to demonstrate the Contractor can perform the terms and conditions of the Contract.

**SECTION 32. Public Entity Crimes.**

**32.1** In accordance with Section 287.133, Florida Statutes, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 33. Anti-Discrimination.**

**33.1** The Contractor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 34. Advertising.**

**35.1** The Contractor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County

as a reference, or otherwise linking the Contractor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 35. Notices.**

**36.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County Attorney's Office  
Attn: Denise May, County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

Contractor: Bright Minds Youth Development, Inc.  
Attn: David Bright  
7854 Dawsons Creek Drive  
Jacksonville, Florida 32222

**SECTION 36. Attorney's Fees.**

**36.1** Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 37. Authority to Bind.**

**37.1** The Contractor represents and warrants that the Contractor's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**38.1** In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

**38.2** All representations, indemnifications, warranties and guaranties made by the Contractor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**38.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**38.4** The Contractor warrants that any goods provided by the Contractor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Contractor or on the container or label.

**SECTION 39. Construction of Contract.**

**39.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 41. Entire Agreement and Execution.**

**41.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Contractor and supersedes all prior written or oral understandings.

**41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 42. Change of Laws.**

**42.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Contractor shall be paid its compensation for services performed prior to the termination date.

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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest as to authenticity of the  
Chair’s signature:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**BRIGHT MINDS YOUTH DEVELOPMENT,  
INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Initials\_\_\_\_\_

Initials\_\_\_\_\_