

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **260088**
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
9/3/2026
WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED
☐ Must Have Board Approval over \$100,000.00

Date Submitted: May 15, 2026 Revised 6/29/2026

Name of Contract Initiator: Treasure Pickett

Telephone #: 904-336-6919

School/Dept Submitting Contract: Secondary Ed

Cost Center # 9007

Vendor Name: Boys and Girls Clubs of Northeast Florida

Contract Title: Boys and Girls Club of Northeast Florida "MOU" for each School in program (ICA, School MOUs, Security/Privacy Agreement)

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # IDA 220123, MOU 230028, and 250052

Contract Term: Summer 2026 - 7/31/2030

Renewal Option(s): No Renewal Option

Contract Cost: zero cost to the District

☒ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # zero cost to the District

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- ____ Completed Contract Review Form
- ____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- ____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract:**
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- ____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
- ____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable) *Email attached from ERAU to review the NTE Language
- ____ Release and Hold Harmless (If Applicable)

RECEIVED
By Megan Robiou at 3:05 pm, May 15, 2026

AREA BELOW FOR DISTRICT PERSONNEL ONLY

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department REVIEWED By bfstaefe at 3:13 pm, Jun 29, 2026 By Bertha Staefe at 10:03 am, May 18, 2026	No Purchasing requirements to approve NOTE: Principals need to assign a designated BGCNF point person & list on Attachment A-2 School MOU Section 4. See Comments - New ICA replacing the Original Independent Contractor Agreement 220123 that expires 7/2026 is attached. Wording from Amendment 250052 needs to be included in each MOU. ✓
School Board Attorney JPS Review Date 6/8/26 JPS 7/20/26	This should be an independent contractor/facilities use. need indemnity language. Review again since all documents have been added. ICA with all Attachments are in this 1 Contract. ✓ the contract wording is legally sufficient. ✓
Other Dept. as Necessary Review Date 6/9 & 5/18/2026 Purchasing shared with Risk so they can review & approve	Risk replied: Amendment wording from previous contracts needs to be incorporated. See #15 on the 1st MOU ✓ Is there a reason why we don't have just 1 Contract addressing everything that was in all of these previous contracts 220123, 230028, 240142, 250052? ✓
PENDING STATUS: ☐ YES ☐ NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	Tentatively Approved Pending Required Signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Boys & Girls Clubs of Northeast Florida (BGCNF) (hereinafter referred to as "CONTRACTOR"), whose principal place of business is Physical Address: 10 South Newnan Street, 2nd Floor, Jacksonville, FL 32202

Mailing Address: P.O. Box #2059, Jacksonville, FL 32203.2059

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services and/or products to the Schools in Attachment A-1 A-2,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, hereafter collectively and individually referred to as the "CONTRACTOR".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.
7. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable SBCC policies.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.
18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.
20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
 - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
 - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):
 - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]

- b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.

SBCC'S Representative with CONTRACTOR is: Dr. Michael George

School/Department Name: Secondary Education / 9007

Mailing Address: 23 S Green Street, Green Cove Springs, Fl 32043

Phone #: 904-336-6919 Email Address: michael.george@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

By: Paul Martinez
Paul Martinez (Aug 25, 2026 14:52:25 EDT)

Print Name: Paul Martinez

Title: President/CEO

Date: Aug 25, 2026

Attachment A

SCOPE OF SERVICES AND/OR PRODUCTS

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

See attachment A-1 Proposed Schools and Scope of Work

Boys/Girls Club of Northeast Florida will pay the fixed fee/flat rate amount set forth in paragraph number 3 to the participating schools no later than the last day of the first month of each term/semester each year. This amount is \$1,000.00 per school per term/semester, which terms/semesters are defined as "fall", "spring" and "summer." There are five (5) proposed sites, multiplied by a total of \$3,000 per site, multiplied by four (4) years, equaling a total contract commitment by the Contractor in the amount of \$60,000.00.

See attachment A-2 MOU for Each of the 5 Schools in the Program & the In-Kind Contributions

See attachment A-3 Sharing Security and Privacy Agreement for 5 Schools in the Program

2. **Term:**

The term of this Agreement shall commence on July 31, 2030, unless earlier terminated as set forth in Agreement. The award of the BGCNF
21st CCLC contract
Mid-Summer 2026 and continue until

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ 3,000 per school served annually for a total of 4 years (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation paid by contractor to SBCC under this agreement shall not exceed \$ 60,000 over 4 years

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Boys & Girls Clubs Of Northeast Florida

Signature of Authorized Representative: *Paul Martinez*
Paul Martinez (Aug 25, 2026 14:52:25 EDT)

Printed Name of Authorized Representative: Paul Martinez

Title of Authorized Representative: President/CEO

Date: Aug 25, 2026

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name:

Boys & Girls Club of Northeast Florida

Signature of Authorized Representative:

Paul Martinez

Paul Martinez (Aug 25, 2026 14:52:25 EDT)

Print Name of Authorized Representative:

Paul Martinez

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Boys & Girls Club of Northeast Florida

Paul Martinez

Printed Name

Signature: Paul Martinez
Paul Martinez (Aug 25, 2026 14:52:25 EDT)

President/CEO

Title of Authorized Representative

Date: Aug 25, 2026

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Boys & Girls Club of Northeast Florida

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Paul Martinez

(Printed Name)

President/CEO

(Title)

Paul Martinez

Paul Martinez (Aug 25, 2026 14:52:25 EDT)

(Signature)

Aug 25, 2026

(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Paul Martinez). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Boys & Girls Clubs Of Northeast Florida) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Boys & Girls Clubs Of Northeast Florida) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Boys & Girls Club of Northeast Florida

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Paul Martinez

(Printed Name)

Paul Martinez
Paul Martinez (Aug 25, 2026 14:52:25 EDT)

(Signature)

President/CEO

(Title)

Aug 25, 2026

(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Paul Martinez

Paul Martinez (Aug 25, 2026 14:52:25 EDT)

Signature

Boys & Girls Club of Northeast Florida

Company Name



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work

Clay County School District



	Proposed Site	Grades to be Served	Proposed # of Students to be Served
1	Orange Park Jr High School Boys & Girls Club Project STEAM Extreme + Literacy 1500 Gano Ave Orange Park, FL 32073 (904) 336-5975	7, 8	80 / 60 With Transportation
2	Clay High School Boys & Girls Club Project STEAM Extreme + Literacy 2025 FL-16 Green Cove Springs, FL 32043 (904) 336-7175	9, 10, 11, 12	80 / 60 With Transportation
3	Orange Park High School Boys & Girls Club Project STEAM Extreme + Literacy 2300 Kingsley Ave Orange Park, FL 32073 (904) 336-8675	9, 10, 11, 12	100 / 80 With Transportation
4	Keystone Heights Jr/Sr High School Boys & Girls Club Project STEAM Extreme + Literacy 900 Orchid Ave Keystone Heights, FL 32656 (904) 336-7775	7, 8, 9, 10, 11, 12	80 / 60 With Transportation
	Still Under 21st CCLC Grant Through July 2028	Grades to be Served	Proposed # of Students to be Served
5	Keystone Heights Elementary School Boys & Girls Club Project STEAM Extreme+L 335 SW Pecan St Keystone Heights, FL 32656 (904) 336-7775	1, 2, 3, 4, 5, 6	80 / 60 With Transportation



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work

Clay County School District



Proposed Scope of Work

Boys & Girls Clubs of Northeast Florida (BGCNF) will offer Project STEAM+L (Science Technology Engineering Arts and Math plus Literacy) at designated Clay County School District in Florida in collaboration with the Florida Department of Education's 21st Century Community Learning Centers grant programming. Designed to complement and enrich school day instruction, the 21st Century program serves students at the designated schools listed in Attachment A-1, after-school for 2-3 hours as determined by a Memorandum of Understanding ("MOU") with the Clay County School District, the School District Director of K-12 and the individual school principals, as referred to under the subheading of Facilities (Attachment A-2 for each school participating in the program). Our Club and services are fully open to all children in each designated school. BGCNF offers programming to serve adult-family members of all students served.

Elementary, Middle and High Schools receive academic support, meals and snacks and personal enrichment activities weekly. Student Ratios: Academic / Certified Teachers minimum of 15:1 and Enrichment / Non-Academic minimum of 25:1.

Community Notice

Boys & Girls Clubs of Northeast Florida will post a Public Notice in our "What We Do – 21st CCLC" section of our website by mid-April to provide information about our intent to apply for this grant <https://bgcnf.org/21st-century-program/>. A notice will also be posted at the administrative office.

Needs Assessments

BGCNF will work with each school to collect Parent/Student and Teacher survey data. Survey links and hard copies will be given to each principal and their teams to ensure that a minimum of 20% of the total of each group are surveyed. Surveys will be collected and analyzed. BGCNF's operations team members will make recommendations from the data and write programming into each grant.

Closing the Gaps: The programs are designed to address the identified needs: (1) academic remediation/homework help to address student progress; (2) integrated reading and writing activities (literacy) to support ELA academic achievement; (3) STEAM to address science and math deficiencies with a blend of visual arts and photography ("A" in STEAM); (4) physical exercise and education to

Community Partners: Boys & Girls Clubs will work with community partners and stakeholders create healthier students; and (5) adult-family member services.

representing each school to provide support necessary to maintain and sustain programming.

Target Population, Recruitment and Retention

Target Population

As part of the 2026-27 21st CCLC grant proposal, BGCNF will serve students who meet the priorities for the 21st CCLC program. Specifically, our project (unit) director will work with school administration to



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work

Clay County School District



target students who have received less than satisfactory scores on their end of year exams during the past school year and those who are currently receiving less than a “c” grade and/or those who are in the lowest 25th percentile within enrollment.

Research shows that students begin to disengage with formal education as early as the fourth and fifth grades. Students who are disengaged from school are no longer motivated to succeed in school – it is no longer what they see as meaningful or important. Unfortunately, disaffected and disengaged students also influence their peers to disengage – and generally engage with negative activities. Such students are likely to be retained; to fail to earn enough credits; to perform poorly on state assessments; and to fail to graduate on time (America’s Promise Alliance, 2017). We have structured our grant and program to service Clay County School District students with Science, Technology, Engineering, Arts, Math and Literacy programming so that we can reach this core group as identified in the needs assessment so that they can not only prosper, but also extend the power of the grant by becoming a positive influence for their peers.

Boys & Girls Clubs of Northeast Florida staff strive to secure an environment to serve children with special needs including those who might be homeless, English language learners, physical, psychological, sensory or learning disabilities, and/or those with attention behavior concerns. BGCNF and our staff work with every individual student so that they are not excluded from the program and are safely accommodated.

Recruitment and Retention

The recruitment and retention of the most at-risk students and those most in need of 21st CCLC services is conducted through established relationships each individual Clay County School as identified in this response. The primary strategies to be used to recruit and retain targeted students for enrollment and to achieve consistent, long-term participation in the 21st CCLC program are achieved by involving students, parents and school principals and teachers from the very beginning, including through the development of this application. The recruitment strategy has the additional benefit of strengthening our ongoing relationship with the school day, meeting the needs not only of students but of teachers and the schools.

Recruitment

- Reach out to adult-family members of students served at designated Clay County Schools. Follow up with all who provided phone numbers on the needs assessment and ask them to tell their friends and family members about the Club and programs.
- Have staff recruit potential students directly through events, relationships and unique entry points to reach students in the schools.
- Encourage current students to recruit their fellow student friends.



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work

Clay County School District



-
- Create recruitment activities designed to target potential students that align with each school's programming.
 - Ask teachers and the principal to give referrals for the program.
 - Secure a list of school events and have BGCNF Club staff members attend.

Retention

Particularly with secondary students, we acknowledge that 21st CCLC activities must be extremely compelling to not only attract but retain such students. Students have many options and our intent – and a strong suit of BGCNF – is to incite students to continue to choose our programs. We:

- Poll students to secure feedback and preferences for enrichment.
- Create excitement around the STEAM + Literacy programming to engage students.
- Communicate with parents to follow-up student absences of more than two days in the 21st CCLC program, including helping parents to solve attendance barriers.
- Routinely share information about the 21st CCLC programs to parents as they pick up their children and integrate information to keep their children engaged as part of our adult-family member program activities.
- The Club Project (Unit) Director and assigned teachers regularly collaborate with the schools to be certain that academic learning objectives and materials are shared.
- Work directly with school administration in time of need to retain a student.
- Staff ensure that support is given to students with different learning styles.

Program Evaluation

Evaluation is a critical component of Project STEAM+L programming. Boys & Girls Clubs of Northeast Florida (BGCNF) values the opportunity to learn from an objective perspective and is committed to making mid-course corrections where data show that the program is not performing optimally for students or for their families. BGCNF finance, operations and development/grants administration staff meet weekly to discuss process improvements based on data. Our team understands the important role of evaluating our 21st CCLC programs and we are prepared to make adjustments based on data outcomes.

Approved Program Activities

Project STEAM Extreme + Literacy engages students in the Science, Technology, Engineering, Art, Math and Literacy areas. STEM and STEAM have become popular vehicles for youth activities. We view them as the organizing framework for a variety of activities to challenge, captivate, and motivate students. We have added literacy to specifically acknowledge that literacy is the building block for students' current and future success.



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work

Clay County School District



Boys & Girls Clubs Experience and Capacity

BGCNF staff has experience with managing federal grants with FDOE 21st CCLC, HUD – Community Development Block Grants, USDA food and FDOH grants and numerous other city and foundation grants.

Upon receipt of monitoring and audit activities, BGCNF finance, operations and grants administration staff collaborate weekly through meetings and discussions to effectively evaluate, monitor and adjust programs, train staff, and make necessary improvements. BGCNF effectively manages 20 21st CCLC Grants and 36 Kids Hope Alliance Grants serving over 5,000 students daily and nearly 10,000 annually. At least 10 staff members have engaged in 21st CCLC training and development activities. We are prepared and excited about this opportunity to serve more students in our afterschool programs.

Surveys, questionnaires, among other informative data-based assessment tools are issued to the program participants. Staff reviews the data and makes adjustment to programming as needed to enhance student outcomes. Our on-going relationship with the school administration to review the goals of the school improvement plans monthly is critically important to implementing program changes to drive student grade improvements.

Organizational background: Boys & Girls Clubs of Northeast Florida (BGCNF) is a member of Boys & Girls Clubs of America – the United States' most effective youth development organization. BGCA has been ranked as the top national, youth serving organization, according to the Chronicle of Philanthropy's Top 400 list of philanthropies for the past 18 years. BGCNF works to help young people of all backgrounds develop the qualities they need to gain skills, experience positive peer influence and improve their academic success. For over 60 years, BGCNF has provided quality afterschool programming to our community's disadvantaged youth. BGCNF has demonstrated its capacity to operate afterschool services since the Laurence F. Lee Boys & Girls Club opened in May 1966. The agency currently operates 45 Clubs in Duval County; one (1) Club in St. Johns County; eight (8) in Clay County; two (2) in Nassau County and two (2) Clubs in Alachua County - each strategically placed to serve over nearly 10,000 at-risk youth every year. To accomplish its mission in the community, BGCNF utilizes 400+ employees, 200 volunteers, a Board of Governors and an annual revenue of \$14+ million. BGCNF has successfully applied for, received and administered many federal, state and city grant awards each year for over fifteen years.

BGCNF is financially managed by a Board of Governors and administered by the President and the Chief Operations Officer. The agency is fiscally sound and has received single audits with no significant findings for the past several years.

Staffing & Professional Development

Staffing - The administrative staff at our Boys & Girls Clubs are trained and extremely experienced in leading, managing and delivering programs serving youth. Our Directors of Grant Administration –



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work

Clay County School District



Programming oversees the sites and trains staff to run and fully execute all 21st CCLC program requirements. Our Program (Unit) Director (PD) is responsible for managing and implementing the educational program and budget described in the approved application to ensure that the agency meets its responsibilities to the FDOE under the grant agreement in a timely manner, including monitoring of programs goals, objectives, and activities. The PD provides leadership and planning necessary to provide high quality 21st CCLC programming for students and families for 21st CCLC. The PD ensures communication between the 21st CCLC sites, teachers, principals, community partners, advisory committee and support staff; and facilitate all staff trainings. In addition, our Clubs employ certified teachers who collaborate and complement academic learning with their schools; Youth Development Specialists who oversee all project-based learning activities; a family program coordinator; and a program specialist who oversees data collection and programming. All team members receive training to meet the objectives of the RFP.

Professional Development - All 21st CCLC teachers, program instructors, and other 21st CCLC staff are trained on elements of the grant including the funding priorities and provisions of academic, project-based and experiential learning methods and activities in culturally appropriate ways. Staff gain a sound understanding of the program design, need, and effective teaching methodology of the 21st CCLC program, and the measurable objectives and activities to be offered to our students and their adult-family members to ensure that the offerings address community needs. Weekly staff meetings are held that include a training element. Monthly agency-wide training programs occur to keep staff aligned with the goals and objectives of the grant and to enhance student experiences and outcomes via our programs.

Facilities – Clay County School District

Boys & Girls Clubs of Northeast Florida will work with each school to determine the space required to appropriately run the 21st CCLC programs to include, but not limited to: Classrooms, Activity Rooms, Gyms, Outdoor recreational areas, and/or Multipurpose Rooms. The list of facilities will be discussed and agreed upon in writing via a Memorandum of Understanding with the Clay County School District and/or individual principals ([Attachment A-2](#)).

Safety and Student Transportation

BGCNF takes the safety and security of the youth we serve very seriously. Our 21st CCLC program staff undergo a Level II screening and meet all the certification requirements and possess the necessary licenses as required by BGCNF and 21st CCLC. BGCNF conducts random drug tests and background checks are conducted annually after hire. Staff undergoes screening as required by the Jessica Lunsford Act. BGCNF adheres to all district safety and hiring regulations.



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work

Clay County School District



Safety procedures/onsite: Students are enrolled at the 21st CCLC by having a parent or guardian fill out a detailed membership form. The form gathers contact information, medical information, employment information, demographic information and socioeconomic information. Students sign themselves in and out each day, which provides the monthly attendance records, as needed. Adult-family members are encouraged to pick up their children from the Club each day. Should a parent or guardian not be available to pick their child up at the end of the day, we require that the parent sign a release form and provide an authorized list of individuals for pick-up with proof of identity. BGCNF has a detailed Parent Handbook which includes safe practices and expectations. Our Clubs and teams are compliant with CPR, First Aid, and ongoing in-house and other trainings. BGCNF's safety manual and guidelines addresses a myriad of other safety issues. BGCNF will collaborate with each Clay County School to determine transportation needs to serve the students in the after school and summer programs.

BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility.

Collaboration and Sustainability

Collaboration

Our on-going school collaboration includes the sharing of student data, including report card grades, standardized test scores, attendance and behavior records. And, BGCNF hires certified teachers from each school to provide continuity with the school day including before school and afterschool programs. Throughout the school year, our project (unit) director, teachers and school administration meet to discuss student performance and identify areas to further engage in academic enrichment and to evaluate continued alignment with the school improvement plans.

Sustainability

One of the main purposes of this funding is to create an innovative program that is both high-quality and sustainable after the end of federal funding. We understand that the 21st CCLC grant is designed to front-load key programming expenditures to allow for successful continuation in those years federal funding is no longer available. BGCNF Board of Governors and our partners are deeply committed to the success of this program at each designated Clay County School. Fundraising at all levels include: Annual Capital Campaigns, Jacksonville event fundraisers, board donations, corporate outreach and grants. We proactively pursue any and all available sources of private and public financial support for our effort to sustain Boys & Girls Clubs within the Clay County School District.

**MEMORANDUM OF UNDERSTANDING
CLAY HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21st Century Community Learning Centers ("21st CCLC") grant programming, will offer Project STEM+Literacy programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local School Boards and the BGCNF, and

WHEREAS, on September 3, 2026, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated ten (10) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21st CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF.
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. The School Principal shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Amanda Stilianou
Title: Principal

Phone: 904-336-7175
Email: amanda.stilianou@myoneclay.net

5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, resources which may be reasonably defined by agreement between the parties.
6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in-kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

In-Kind Contribution	Description of In-Kind Contribution	Dollar Value
Afterschool 80 Students	170 Service Days 80 students / 25 students per service area = 3.2 x \$60 (Classroom rate per half day) = \$192 x 170 days - \$32,640	\$32,640
Summer 60 Students	28 Service Days 60 students / 25 students per service area = 2.4 x \$120 (Classroom rate per full day) = \$288 x 28 days - \$8,064	\$8,064
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
Total Value of In-Kind Contributions		\$40,704

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to the School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.
15. BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility.

Parties recognize that signing of this agreement is for the purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

Boys & Girls Clubs of Northeast Florida

School District of Clay County, Florida

Paul Martinez

Paul Martinez (Aug 10, 2026 10:48:48 EDT)

Signature

Paul Martinez

Print Name

President/CEO

Title

08/10/2026

Date

Signature

Print Name

Title

Date

**MEMORANDUM OF UNDERSTANDING
KEYSTONE HEIGHTS ELEMENTARY SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

WHEREAS, BGCNF in collaboration with the Florida Department of Education's 21st Century Community Learning Centers ("21st CCLC") grant programming, will offer Project STEM+Literacy programs (Science, Technology, Engineering, Arts and Math plus Literacy) at schools designated by Agreement between local School Boards and the BGCNF, and

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WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21st CCLC program offered at the designated schools, and

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2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF.
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. The School Principal shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Beth Turbeville
Title: Principal

Phone: 904-336-1375
Email: elizabeth.turbeville@myoneclay.net

5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, resources which may be reasonably defined by agreement between the parties.
6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in-kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

In-Kind Contribution	Description of In-Kind Contribution	Dollar Value
Afterschool 80 Students	170 Service Days 80 students / 25 students per service area = 3.2 x \$60 (Classroom rate per half day) = \$192 x 170 days - \$32,640	\$32,640
Summer 60 Students	28 Service Days 60 students / 25 students per service area = 2.4 x \$120 (Classroom rate per full day) = \$288 x 28 days - \$8,064	\$8,064
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
Total Value of In-Kind Contributions		\$40,704

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to the School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
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14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.
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Boys & Girls Clubs of Northeast Florida

School District of Clay County, Florida

Paul Martinez

Paul Martinez (Aug 10, 2026 10:48:48 EDT)

Signature

Paul Martinez

Print Name

President/CEO

Title

08/10/2026

Date

Signature

Print Name

Title

Date

**MEMORANDUM OF UNDERSTANDING
KEYSTONE HEIGHTS JUNIOR/SENIOR HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

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4. The School Principal shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Melanie Rodriguez
Title: Principal

Phone: 904-336-7775
Email: melanie.rodriguez@myoneclay.net

5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, resources which may be reasonably defined by agreement between the parties.
6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in-kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

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Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
Total Value of In-Kind Contributions		\$40,704

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
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Boys & Girls Clubs of Northeast Florida

School District of Clay County, Florida

Paul Martinez

Paul Martinez (Aug 10, 2026 10:48:48 EDT)

Signature

Paul Martinez

Print Name

President/CEO

Title

08/10/2026

Date

Signature

Print Name

Title

Date

**MEMORANDUM OF UNDERSTANDING
ORANGE PARK HIGH SCHOOL**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Boys and Girls Clubs of Northeast Florida (hereinafter "BGCNF") The School District of Clay County, Florida, by its Superintendent of Schools, the District Director of K-12 and the individual Principals of the designated schools ("the District"). (When used throughout this MOU, the term "the Parties" shall include personnel of both BGCNF and the District as set forth above)

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4. The School Principal shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Nate Warmouth
Title: Principal

Phone: 904-336-8675
Email: nathan.warmouth@myoneclay.net

5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, resources which may be reasonably defined by agreement between the parties.
6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in-kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

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Afterschool 100 Students	170 Service Days 100 students / 25 students per service area = 4 x \$60 (Classroom rate per half day) = \$240 x 170 days - \$40,800.00	\$40,800
Summer 80 Students	28 Service Days 80 students / 25 students per service area = 3.2 x \$120 (Classroom rate per full day) = \$384 x 28 days - \$10,752	\$10,752
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
Total Value of In-Kind Contributions		\$51,552

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
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Boys & Girls Clubs of Northeast Florida

School District of Clay County, Florida

Paul Martinez

Paul Martinez (Aug 10, 2026 10:48:48 EDT)

Signature

Paul Martinez

Print Name

President/CEO

Title

08/10/2026

Date

Signature

Print Name

Title

Date

**MEMORANDUM OF UNDERSTANDING
ORANGE PARK JUNIOR HIGH SCHOOL**

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WHEREAS, on September 3, 2026, The School Board of Clay County, Florida entered into an Independent Contractor Agreement ("the Agreement") with BGCNF, to partner with BGCNF in offering Project STEM+L programs at Clay District schools and which Agreement included, among other requirements, that the parties set forth above enter into an MOU which designated ten (10) schools at which said programs would be offered, and

WHEREAS, pursuant to the terms of Attachment A-1, which exhibit is attached to and incorporated into the terms of the Agreement, BGCNF, District personnel and the Principals of the designated schools will work together to determine the space and facilities required for each 21st CCLC program offered at the designated schools, and

WHEREAS, the undersigned parties, in an effort to further define their understanding of the requirements of the Agreement vis a vis each designated school site, enter into separate a MOU for each designated school, which MOU states as follows:

1. This is not a Contract.
2. Implementation of this MOU will be contingent upon the occurrence of the following to conditions precedent: A) Boys & Girls Clubs of Northeast Florida receives a grant award for this school and B) The School Board of Clay County's Independent Contractor Agreement is fully signed and executed by both the School Board & BGCNF.
3. BGCNF and the school Principal have discussed key details and requirements of the RFP. The parties will work collaboratively to perform the services necessary to meet the goals outlined in the RFP.
4. The School Principal shall designate an individual to coordinate the School and BGCNF collaboration. The name, title, and contact information of the individual are as follows:

Name: Tania Auguste
Title: Principal

Phone: 904-336-5975
Email: tania.auguste@myoneclay.net

5. The School shall provide adequate dedicated space and access to other resources essential for effective implementation of the program, resources which may be reasonably defined by agreement between the parties.
6. The BGCNF is required by the terms of the Agreement to pay the school for the use of its fiscal facilities, the cost and value of which is set forth in the Agreement. The School shall provide in-kind contribution(s) in addition to the space the school will dedicate for use by the program. The in-kind contributions, including the estimated value of each, is itemized and set forth in the chart below.

In-Kind Contribution	Description of In-Kind Contribution	Dollar Value
Afterschool 80 Students	170 Service Days 80 students / 25 students per service area = 3.2 x \$60 (Classroom rate per half day) = \$192 x 170 days - \$32,640	\$32,640
Summer 60 Students	28 Service Days 60 students / 25 students per service area = 2.4 x \$120 (Classroom rate per full day) = \$288 x 28 days - \$8,064	\$8,064
Service Delivery Areas are essential to run effective afterschool and summer programs.	May Include one, many or all of the following: Classrooms, Cafeteria, Multipurpose Room, Auditorium, Gym Field(s), Lab and/or Library	
Total Value of In-Kind Contributions		\$40,704

7. The School program coordinator shall encourage its students to participate in the program if Boys & Girls Clubs of Northeast Florida is awarded the grant.
8. BGCNF and the School program coordinator will collaborate to align program activities with the School's goals. The School and BGCNF shall share information that is relevant to the program and to school services to the extent allowed under rules of confidentiality.
9. BGCNF and the School shall, at the discretion of the Principal and within the parameters allowed by collective bargaining agreements and individual contract terms, convene regular meetings between program staff and school personnel, including other designees such as teachers, guidance counselors, parent coordinators, the Principal and the Assistant Principal to explore means for implementation of the program in accordance with the common vision.

10. BGCNF and the School shall make a concerted effort to resolve any conflicts or concerns relating to the program or its participants through prompt communication and problem-solving at the level necessary to reach a resolution of the issue in a timely manner.
11. BGCNF shall conform to the School's rules and protocols regarding the use of school space and resources.
12. BGCNF shall accept the School's codes of behavior and the Code of Professional ethics for educators as the minimum standard of behavior it will require of both students and faculty.
13. BGCNF shall comply with all applicable federal, Department of Children and Families (DCF), and Commission rules and regulations relating to matters such as health, safety, and emergency procedures and reporting of incidents or accidents.
14. BGCNF agrees to comply with all State of Florida, Florida Department of Education, Clay County District Schools and DCF requirements concerning screening for program staff and volunteers including background checks and fingerprinting at no cost to the School Board of Clay County, Florida or to the District.
15. BGCNF will include language in its advertising, permission slips, waivers, etc. that expressly notifies and explains that The School Board of Clay County, FL its agents, entities, and employees are not connected to the BGCNF's activities and that the Board shall be released and held harmless from liabilities of every kind and nature in connection with, arising from, or related to BGCNF's use of the Board's facility.

Parties recognize that signing of this agreement is for the purpose of submitting the agreement in the RFP response. This agreement will become effective upon BGCNF receiving the 21st CCLC grant for the School and upon the signing of a BGCNF Memorandum of Understanding (MOU) with the School District.

Boys & Girls Clubs of Northeast Florida

School District of Clay County, Florida

Paul Martinez

Paul Martinez (Aug 10, 2026 10:48:48 EDT)

Signature

Paul Martinez

Print Name

President/CEO

Title

08/10/2026

Date

Signature

Print Name

Title

Date

**SHARING SECURITY AND PRIVACY AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA
AND
BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**

This Data Sharing Security and Privacy Agreement ("Agreement") is made by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 ("CCDS"), and **BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA**, a Florida not for profit corporation, located at 10 S Newnan Street, 2nd Floor, Jacksonville, Florida, 32202, ("BGC"). CCDS and BOC may be referred to herein as "Party."

RECITALS

WHEREAS, on or about September 3, 2026, CCDS and BGC entered into a Memorandum of Understanding regarding the establishment and operation of a 21st Community Learning Center Program Boys & Girls Club. CCDS has five (5) BGC programs known as Clay High School, Orange Park High School, Orange Park Jr. High School, Keystone Heights Elementary School, and Keystone Heights Junior/Senior High School in Clay County, Florida;

WHEREAS, pursuant to the Memorandum of Understanding, BOC provides student supports including a range of academic support programs, and family and community engagement services, while participating in a collaborative leadership along with fellow core partners within the Boys & Girls Clubs of Northeast Florida network;

WHEREAS, CCDS and BGC have a common desire to share data in order to evaluate the efficacy of the 21st Community Learning Center Program school as an effective educational delivery mode.

NOW, THEREFORE, the Parties agree, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), set forth in 20 U.S.C. §12329, and its regulations at Part 99 of Title 34 of the Code of Federal Regulations ("CFR"), as amended, as follows:

1. TERM AND TERMINATION

1.1 Any Party may terminate its participation in this Agreement with or without cause. A Notice of Termination shall be provided to the other Party at least sixty (60) days prior to the effective date of termination.

1.2 CCDS may terminate this Agreement immediately due to negligence, abuse of confidentiality restrictions, or any material violation of this Agreement by BGC. BGC may terminate this Agreement immediately due to any material violation of this Agreement by CCDS.

2. COMPENSATION

There is no monetary compensation set forth under this Agreement. The Parties will each bear their own costs and expenses relating to execution of their respective obligations and responsibilities as set forth in this Agreement.

3. DEFINITIONS AND ABBREVIATIONS

3.1 "Confidential Information" means any information disclosed by one Party to the other during the course of this Agreement, which is not generally known to the public in the form provided, and shall include PII (as defined herein).

3.2 "Disclose," "disclosure," or "re-disclosure" means to permit access to or the release, transfer, or other communication of PII (as defined herein) contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. See 34 CFR §99.3.

3.3 "Education records" means records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. See 34 CFR §99.3.

3.4 "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. §12329, and its implementing regulations enacted at 34 CFR §99, and Sections 1001.41 and 1002.22, Florida Statutes, as they relate to the release of student information.

3.5 "Personally Identifiable Information" ("PII") has the same meaning as under FERPA at 34 CFR § 99.3.

4. PURPOSE OF THE DISCLOSURE

4.1 BGC uses data in partnership with CCDS in the legitimate educational interest of students to improve instruction and administer student aid programs by reviewing student-level data to identify which students need supports, to determine what supports are needed and to initiate or modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA). BGC shall administer the "Efforts to Outcomes" database for the collection of services and outcomes for students within CCDS community partnership schools in order to continually improve student services which meaningfully contribute to student success.

4.2 For purposes of this Agreement, BGC shall function as an agent of the CCDS only with regard to accessing and maintaining pupil record information necessary for BGC's performance. BGC agrees to the following conditions, as required by 20 U.S.C. §12329 and 34 C.F.R. §99.31(FERPA): (1) BOC is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (2) BOC is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

4.3 BGC shall comply with all requirements of 34 C.F.R. §99.31(a)(6). BOC shall conduct its analysis in a manner that does not permit personal identification of parents and students by anyone other than representatives of BGC authorized by this Agreement who have a legitimate educational interest in the information for purposes of this Agreement. For the purposes of auditing or evaluating BGC's federal or state supported program, BGC Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

5. JOINT OBLIGATIONS OF THE PARTIES

5.1 CCDS and BGC shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any Party to this Agreement to maintain, use, disclose, redisclose or share PII in a manner not allowed by federal law, regulation, or this Agreement.

5.2 CCDS and BGC shall each identify at least one point of contact/data custodian from their respective organizations who shall be responsible for processing and responding to data requests and general inquiries from the other Party. Upon signing of this Agreement, both Parties will exchange in writing the name, mailing address, email address, and telephone number of their point of contact/data custodian, which must be updated from time to time, as applicable.

5.3 BGC point of contact:

Lendward Griffin (LendwardG@BGCNF.org)
Sr. Director of 215' Century Clubs
Contact Number: 9 04 . 9 1 3 . 8 1 0 0
Address: 10 S Newnan Street, 2nd Floor
Jacksonville, Florida 32202

CCDS point of contact:

Dr. Michael George
Chief of Secondary Education
Contact Number: 904-336-6919
Address: 23 S Green Street
Green Cove Springs, FL 32043

6. RESPONSIBILITIES OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (CCDS)

6.1 CCDS will share the requested data with BGC, but only for purposes of BGC conducting the analysis as described in Section 4 of this Agreement. CCDS will disclose/ redisclose only those specific data elements required to complete the analysis. Data will be disclosed to BGC through the CCDS Point of Contact identified in Section 5.

6.2 CCDS acknowledges that it must comply with the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h). CCDS is solely responsible for ensuring that any survey, analysis, or evaluation provided to its students as part of the analysis defined in Section 4 of this Agreement does not ask students to respond in any manner that reveals information concerning:

(1) political affiliations or beliefs of the student or the student's family; (2) mental or psychological problems of the student or the student's family; (3) sex behavior or attitudes; (4) illegal, anti-social, self-incriminating, or demeaning behavior; (5) critical appraisals of other individuals with whom respondents have close family relationships; (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers; (7) religious practices, affiliations, or beliefs of the student or student's parent; or (8) income.

6.3 As part of this Agreement, CCDS will, transmit the following data to BGC if the data exists as a record in the CCDS Student Information System:

Identifiable, student-level information for all students in the schools it will serve

Florida Student ID: (New Enrollment to Program)

Basic demographic data including:

- Date of Birth
- Race Ethnicity
- Assigned Grade

Enrollment Data including:

- Disenrollment date and reason
- Name of School, prior level school to enrollment if known or applicable
- Reading Science, and Math Grade levels; Q4
- Economic Status
- ELL,ESE
- Standardized test scores (FSA, PSAT, SAT, ACT, EOC); Q4
- Algebra EOC: Q4
- Geometry EOC; Q4
- Clay Standard Assessments, Achieve 3000, Pre-Post, IREADY
- Self-report survey data related to adolescent risk behavior (e.g., such as those collected on the CDC Youth Risk Behavior Survey)

School Data including:

- De-identified and aggregated by grade data from school teachers and staff
- Total number of instructional days
- Teacher and staff incident reports of violence indicators. SESIR Violations: Q4
- Graduation Rate: Q4
- Daily attendance
- Data regarding the number of students who are eligible for free or reduced priced meals

7. RESPONSIBILITIES OF BGC

7.1 BGC agrees to use PII shared under this Agreement for no purpose other than to conduct the analysis described in Section 4 of this Agreement. CCDS approval to utilize PII from education records pursuant to Section 4 of this Agreement does not confer approval to use it for any other purpose.

7.2 BGC agrees to only share or redisclose PII received under this Agreement with The Florida Department of Education's EZReports Afterschool Management Software. BGC agrees to not share or redisclose PII any other individual, institution, organization, entity, or government without the prior written approval of CCDS, except as permitted by this Agreement or by FERPA (e.g., upon obtaining prior consent of the parent or eligible student), or as required by a valid subpoena, court order, or administrative directive. BGC is not prohibited from sharing aggregate or deidentified student data if BGC follows appropriate disclosure avoidance policies.

7.3 BGC agrees to maintain PII obtained pursuant to this Agreement separate from all other data files that possesses and not to copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to complete the analysis described in Section 4 of this Agreement, or as necessary for

established data management and backup processes. Transmission of all FERPA-protected data must be by secure electronic systems and/or networks. All copies of data of any type, including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data.

7.4 The ability to access or maintain PU under this Agreement will not under any circumstances transfer from BGC or be assigned by BGC to any other individual, institution, organization, government or entity, except as permitted by this Agreement or upon obtaining prior written consent of the parent or eligible student.

7.5 Under no circumstance shall BGC become an owner, proprietor, or custodian of any PII provided by CCDS under this Agreement. BGC may not publish the results of its analysis or other outcomes stemming from work performed under this Agreement in a way that identifies CCDS, individual students or their parents, either directly or indirectly, absent their prior written consent.

7.6 BGC agrees to establish procedures and systems to process, store, and/or transmit PII under this Agreement in a secure manner that prevents unauthorized disclosure of the PII, including the interception, diversion, duplication, or other unauthorized access to said PII.

7.7 BGC will permit CCDS to review all procedures set established pursuant to subsection 7.6 of this Agreement, will provide written assurances to CCDS, regarding the use of PII transmitted under this Agreement to ensure that CCDS has appropriate policies and procedures in place to protect the PU and to enable CCDS to confirm that BGC disclosure of PII is authorized by this Agreement.

7.8 In accordance with section 6.2, any survey, analysis, or evaluation provided to students as part of the analysis defined in Section 4 of this Agreement must be approved by the Point of Contact defined in section 5 prior to utilization.

8. DATA SECURITY

BGC agrees to protect and maintain PII with security measures that include maintaining secure environments that are properly patched and up to date with all appropriate security updates implemented on a reasonably timely basis as designated by a relevant authority, including but not limited to, Microsoft notifications. Likewise, BGC agrees to conform to the following measures to protect and secure PII:

8.1 Data Transmission. Storage. Backup, and Recovery. BGC agrees that any and all transmission or exchange of system application data with CCDS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent. BGC agrees that any and all CCDS data will be stored, processed, and maintained solely on designated servers and that no CCDS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of BGC's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of service shall be contained within the states, districts, and territories of the United States, unless specifically agreed to in writing by a CCDS officer with designated data, security or signature authority. BGC agrees to store all CCDS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

8.2 Data Re-Use. BGC agrees that any and all PU disclosed under this Agreement shall be used expressly and solely for the purposes enumerated herein. PII shall not be distributed, repurposed, or shared across other applications, environments, or business units of BGC except as permitted in this Agreement. As required by Federal law, BGC agrees that no PII shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except as permitted by this Agreement, by the FERPA

pennitted disclosures set forth at 34 CFR §§ 99.3l(a)(l), 99.3 l(a)(6), and 99.3 l(a)(12), or on a case-by-case basis as specifically agreed to in writing by a CCDS officer with designated data, security, or signature authority.

8.3 End of Agreement Data Handling. BGC agrees that, upon termination of this Agreement, it shall return all PII to CCDS in a useable electronic form, and erase, destroy, and render unreadable all PII stored on BGC computers, servers, information storage/retrieval devices and systems of any kind or nature whatsoever, in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days after the termination of this Agreement or within seven (7) days after the request of an agent of CCDS, whichever shall come first. Notwithstanding the foregoing, BGC shall be permitted to retain an archival copy of the PII solely for purposes of satisfying the data retention requirements of third-party publishers of reports or other articles in connection with the analysis defined in Section 4 of this Agreement, or as may be required by law.

8.4 Data Breach. BGC agrees to comply with Florida Statutes §501.171 and all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification by law. In the event of a material breach of any of BGC's security obligations under this Agreement or other event requiring notification under applicable law ("Notification Event"). BGC agrees to notify CCDS promptly and to provide reasonable assistance to CCDS to inform individuals if required by applicable law, and to indemnify, hold harmless, and defend CCDS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

8.5 Mandatory Disclosure of PII. If BGC becomes compelled by law or regulation (including securities laws), or subpoena, court order, or other administrative directive to disclose any PII related to CCDS students, BGC will provide CCDS with prompt written notice, to the extent permitted by law, so that CCDS may seek an appropriate protective order or other remedy. If a remedy acceptable to CCDS is not obtained by the date that BGC must comply with the request, BGC will furnish only that portion of the PII that it is legally required to furnish, and BGC shall require any recipient of the PII to exercise commercially reasonable efforts to keep the PII confidential, to the extent permitted by law.

8.6 Remedies for Disclosure of Confidential Information. The Parties acknowledge that unauthorized disclosure or use of PII or other confidential education records may irreparably damage CCDS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any PII or education records shall give CCDS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). BGC hereby waives the posting of a bond with respect to any action for injunctive relief. BGC further grants CCDS the right, but not the obligation, to enforce these provisions in BGC's name against any of BGC's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

9. GOVERNING LAW AND REMEDIES

9.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of the Agreement will have its venue in the courts of the State of Florida located in Clay County and the Agreement will be interpreted according to the laws of Florida and/or federal law where appropriate. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and 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 right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to

recover court costs, and expenses recognized as taxable court costs pursuant to Florida Statutes and/or The Florida Rules of Civil Procedure (including fees, costs, and expenses incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

10.1 BGC is, and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of CCDS. All persons engaged in the analysis pursuant to Section 4 of this Agreement shall at all times, and in all places, be subject to BGC's sole direction, supervision, and control. BGC shall exercise control over the means and manner in which it and its employees perform pursuant to this Agreement, and in all respects BGC's relationship and the relationship of its employees to CCDS shall be that of an independent contractor and not as employees or agents of CCDS. BGC does not have the power or authority to bind CCDS in any promise, agreement, or representation.

10.2 Nothing contained herein, other than the limited "agency" language in subsection 4.2 of this Agreement, shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

11. INSURANCE

At its sole expense, during the term of this Agreement BGC shall maintain General and Professional Liability insurance for any and all claims as a result of an action, lack of action, error, or omission by BGC, its employees, agents, or subcontractors in an amount not less than One Million Dollars (\$1,000,000) per claim. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement and any of its extensions.

12. INDEMNIFICATION

12.1 Each party covenants and agrees at all times to save, hold, and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by law arising out of or in any way connected or arising out of a party's performance of this Agreement. However, this indemnification subsection shall not operate to release any party from liability for their own negligence or the negligence of their officers, agents or employees or the duty to indemnify another party from said negligence.

12.2 Nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the CCDS's liability beyond that which is set forth in section 768.28, Florida Statutes. Nor shall any such language be construed or interpreted to waive the CCDS's sovereign immunity from suit, or to require the CCDS to indemnify BGC or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the CCSS or its employees. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

13. SUCCESSORS AND ASSIGNS

Neither CCDS nor BOC shall assign, sublet, convey, or transfer its interest in this Agreement. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than CCDS and BGC.

14. NON-EXCLUSIVE AGREEMENT

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

15. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

16. ENTIRETY OF AGREEMENT

CCDS and BGC agree that this Agreement, and any documents made a part thereof, set forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

17. NON-WAIVER

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other, or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

18. FORCE MAJEURE

Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, Acts of God, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

19. CONSTRUCTION OF AGREEMENT

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

20. TERM, TERMINATION AND EXTENSION OF AGREEMENT

This Agreement shall be for a term of two (2) years, commencing on the date on which the last signature is affixed. Upon written agreement of the parties, executed at least thirty (30) days prior to expiration, the Agreement may be extended three times for periods of one (1) year each. The maximum term of this Agreement shall be five (5) years, including the original term and the one year extensions, after which the Agreement must be reviewed for currency and re-executed. Either party may terminate this Agreement immediately for cause in the event that the other party acts in violation of any state or federal law, regulation or rule, including but not limited to FERPA, or willfully or negligently abuses the confidentiality restrictions of this Agreement or is in material violation of any term of this Agreement. Either party shall have the absolute right to terminate this agreement with or without cause with sixty (60) days' prior written notice to the other party. However, any unilateral termination of this Agreement by a party shall be effective only at the end of the specific academic period during which the written notice was given if the notice is given more than sixty (60) days from the end of the academic period

21. NOTICE

All correspondence, formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

Name: John Steinmetz
Title: Attorney for the School Board of Clay County, Florida
Address: 900 Walnut Street
Green Cove Springs, Florida 32043
Email: john.steinmetz@myoneclay.net
Phone: 904-336-6514

Name: Mr. Ernest Hamilton
Title: Regional Executive Director
CHILDREN'S HOME SOCIETY OF FLORIDA
Address: 3027 San Diego Road
Jacksonville, Florida 32207
Email: ernest.hamilton@BGCfl.org
Phone: 904-571-4549

IN WITNESS WHEREOF, the undersigned, in their representative capacities, acknowledge that they have read this Agreement in full and have had an opportunity to review it; that they understand and agree to each of the foregoing provisions; and that they are duly authorized to sign the Agreement and have executed this Agreement on the dates written below.

Boys & Girls Clubs of Northeast Florida

School District of Clay County, Florida

Paul Martinez

Paul Martinez (Aug 25, 2026 14:52:25 EDT)

Signature

Paul Martinez

Print Name

President/CEO

Title

Aug 25, 2026

Date

Signature

Print Name

Title

Date

260088 BFCNF MOU Revised with ICA and corrections 8.6.2026-2

Final Audit Report

2026-08-25

Created:	2026-08-25
By:	Lendward Griffin (lendwardg@bgcnf.org)
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"260088 BFCNF MOU Revised with ICA and corrections 8.6.2026-2" History

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