

**SEMINOLE COUNTY AND KIDS HOUSE OF SEMINOLE, INC.  
COMMUNITY SERVICES FUNDING AGREEMENT  
FISCAL YEAR 2023-2024**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **KIDS HOUSE OF SEMINOLE, INC.**, a Florida Not For Profit corporation, whose address is 5467 N. Ronald Reagan Boulevard, Sanford, Florida 32773, hereinafter referred to as “**PROVIDER**”.

**W I T N E S S E T H:**

**WHEREAS**, **PROVIDER** provides help in preventing child abuse and directly assisting child abuse victims and families by providing coordinated services in a safe, child-friendly environment starting from report and investigation to treatment and resolution; and

**WHEREAS**, **COUNTY** has deemed that these programs and services serve a **COUNTY** purpose and has authorized funding for such a purpose; and

**WHEREAS**, **COUNTY** has appropriated funds to assist in furtherance of the aforementioned **COUNTY** purpose,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. Term.** The term of this Agreement is from October 1, 2023 through September 30, 2024, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

**Section 3. Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that PROVIDER fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received notice of termination. Upon termination, PROVIDER must immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 7, 8 and 11 of this Agreement will survive the term of this Agreement as a whole.

**Section 4. Services.** PROVIDER must use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal Government, or any public or private agency to provide crisis intervention services, assessment risk reduction services, and education and aid risk reduction services as described in Exhibit A, Scope of Services, attached to and incorporated in this Agreement by reference.

**Section 5. Revenue from Other Sources.** PROVIDER agrees to furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by PROVIDER during the term of this Agreement. It is understood that PROVIDER has not previously entered into and will not enter into an agreement with any other party, including service recipients of this Agreement, whereby PROVIDER would be paid for providing the services that are the subject of this Agreement, except as specified in Section 4 above.

**Section 6. Liability and Indemnification.**

(a) PROVIDER will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to PROVIDER or whomsoever resulting out of PROVIDER's fraud, defalcation, dishonesty, or failure of PROVIDER to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of PROVIDER in the performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of that party.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to the parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes (2023), as that statute may be amended from time to time.

**Section 7. Billing and Payment.** COUNTY agrees to provide financial assistance to PROVIDER up to a maximum sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) (the "Funds") for all services provided under this Agreement by PROVIDER during the term of this Agreement. This sum is payable for the term of this Agreement upon:

(a) Receipt by COUNTY of a payment request. Such request for payment must only be for services specifically provided for in this Agreement; and

(b) Verification by COUNTY's Community Services Department staff that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit A and that PROVIDER has complied with the reporting requirements contained in this Agreement.

(c) Payment requests must be sent to:

Project Manager  
Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, FL 32773

### **Section 8. Reporting Requirements.**

(a) PROVIDER must submit a Request for Payment Form in the format attached to and incorporated in this Agreement as Exhibit B, along with a Program Performance Report in the format attached to and incorporated in this Agreement as Exhibit B1 to COUNTY on or before the 15<sup>th</sup> day of each month. Any monthly reports as outlined in this Section (Exhibits B and B1), submitted after the 15<sup>th</sup> day of each month, will require written justification for the delayed submission.

(1) PROVIDER must submit Exhibits B and B1 delineating for the preceding month the following:

(A) a list of objectives and projected service levels to benefit COUNTY;

(B) statistics representing that month's achievements and services provided to COUNTY including, if applicable, the number of clients served, and the number of programs and activities provided;

(C) statistics showing the cumulative achievements and services provided to COUNTY to date;

(D) the percent of projections achieved to date; and

(E) a narrative assessment of progress toward accomplishing goals and objectives for service to COUNTY. This assessment must be in paragraph form and include information as to the general progress of PROVIDER, any problems relating to the services to be provided pursuant to this Agreement that might exist for PROVIDER, and special comments on particular program components.

(b) PROVIDER will submit such additional information as required by COUNTY to assess program effectiveness.

**Section 9. Unavailability of Funds.** If COUNTY learns that funding from the State of Florida or the Federal Government cannot be obtained or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to PROVIDER as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received notice of termination. In the event there are any unused COUNTY funds, PROVIDER must promptly refund those funds to COUNTY or otherwise use those funds as COUNTY directs.

**Section 10. Access to Records.** PROVIDER must allow COUNTY, its duly authorized agent, and the public access to PROVIDER's records as are pertinent to all services provided under this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes (2023), as that statute may be amended from time to time, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

**Section 11. Notices.** Whenever either party desires to give notice unto the other, it must be given in writing by certified United States mail, with return receipt requested, and sent to:

**For COUNTY:**

Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, FL 32773

**For PROVIDER:**

Juliette Kong, CEO  
Kids House of Seminole, Inc.  
5467 North Ronald Reagan Boulevard  
Sanford, FL 32773

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

**Section 12. Project Publicity.** PROVIDER will recognize the Seminole County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds are allocated. Any news release or other type of publicity pertaining to the scope of services performed must recognize COUNTY as a sponsor. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources.

**Section 13. Default.** If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 15, Remedies. Events of Default, include:

(a) If any warranty or representation made by PROVIDER in this Agreement becomes false or misleading in any respect, or if PROVIDER fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If PROVIDER has failed to perform and complete on time any of its obligations under this Agreement.

**Section 14. Remedies.** If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to PROVIDER and upon PROVIDER's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement in accordance with Section 3, Termination;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend allocation of all or any part of the Funds;
- (d) Require that PROVIDER refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
  - (1) request additional information from the PROVIDER to determine the reasons for or the extent of non-compliance or lack of performance,
  - (2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - (3) advise the PROVIDER to suspend, discontinue or refrain from incurring costs for any activities in question,
  - (4) require the PROVIDER to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or
- (f) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by PROVIDER, it will not affect,

extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by PROVIDER.

**Section 15. Assignments.** Neither party to this Agreement will assign this Agreement or any interest arising from this Agreement without the written consent of the other.

**Section 16. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained within this document, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement, as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.

**Section 17. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, PROVIDER must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of services, including those now in effect and hereafter adopted. Any violation of those statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PROVIDER as provided for in this Agreement.

**Section 18. Disclaimer of Third Party Beneficiaries.** This Agreement is made for the sole benefit of the parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement as a result of this Agreement or any right to enforce any provisions of this Agreement.

**Section 19. Governing Law.** This Agreement will be governed by the laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited thereby. The parties to this Agreement consent to venue in the Circuit Court in and for Seminole County,

Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

**Section 20. Interpretation.** PROVIDER and COUNTY agree that all words, terms, and conditions contained in this Agreement are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

**Section 21. Equal Opportunity.** PROVIDER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives these services without regard to race, color, religion, sex, age, national origin, or disability.

**Section 22. Severability.** If any one or more of the covenants or provisions of this Agreement is held to be contrary to any express provision of law, or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is, for any reason whatsoever, held invalid, then such covenants or provisions will be null and void, will be deemed separable from the remaining covenants or provisions of this Agreement, and will, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

**Section 23. Counterparts and Headings.** This Agreement may be executed simultaneously and in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. The headings in this Agreement set out are for convenience and reference only and will not be deemed a part of this Agreement.

**Section 24. Independent Contractors.** It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any

purpose or in any manner whatsoever. The parties are to be and will remain independent contractors with respect to all matters pertinent to this Agreement.

**Section 25. Exhibits.** Exhibits A, B and B1 to this Agreement are deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 26. Conflict of Interest.**

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as that statute may be amended from time to time, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent, or employee of the respective parties has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as that statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the party to be conducted under this Agreement, and that no such person will have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, will not be used for the purpose of lobbying any branch of government, agency, or employee of the Federal or State government.

**Section 27. Public Records Law.**

(a) PROVIDER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. PROVIDER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as that statute may be amended from time to time, in the handling of the materials created under this Agreement and

that said statute controls over the terms of this Agreement. Upon COUNTY's request, PROVIDER will provide COUNTY with all requested public records in PROVIDER's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) PROVIDER specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, (2023), as that statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, PROVIDER will transfer, at no cost to COUNTY, all public records in possession of PROVIDER, or keep and maintain public records required by COUNTY under this Agreement. If PROVIDER transfers all public records to COUNTY upon completion of this Agreement, PROVIDER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains the public records upon completion of this Agreement, PROVIDER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to PROVIDER. PROVIDER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(d) **IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PROVIDER MAY CONTACT COMMUNITY SERVICES DEPARTMENT, PAM MARTIN, 407-665-2302, PMARTIN@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FL 32773.**

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed to this Agreement by the proper officers of those parties for the purpose expressed in this Agreement on the day and year first above written.

ATTEST:

KIDS HOUSE OF SEMINOLE, INC.

  
DENISE CONUS, ~~Medical~~ Health Director  
*mental*  
(CORPORATE SEAL)

By:   
JULIETTE KONG, CEO  
Date: 3-25-24

*[The balance of this page is left intentionally blank.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Request for Payment Form
- Exhibit B I – Program Performance Report



RM

2/22/24

T:\Users\Legal Secretary CSB\Community Services\2023-2024 Community Services Annual Funding Agts\Kids House Feb22(24).docx

EXHIBIT A

SCOPE OF SERVICE & COST PROPOSAL

---

---

AGENCY NAME: Kids House of Seminole, Inc.  
POINT OF CONTACT: Juliette Kong  
CONTACT PHONE NUMBER: 407-324-3036 x242  
CONTACT E-MAIL: kong@kidshouse.org

---

---

The above agency will provide the following services for the residents of Seminole County during Fiscal Year 2023-2024:

**Program Description:** Kids House's programs help prevent child abuse and directly assist child abuse victims and families by providing coordinated services in a safe, child-friendly environment starting from report and investigation to treatment and resolution.

Service	# of Units/Services to be Provided with County Funding	Unit/Service Cost	Total Unit Cost
Direct Services	500	\$60.00/service	\$30,000

TOTAL UNIT COST CANNOT EXCEED  
THE GRANT AWARD AMOUNT OF \$30,000

EXHIBIT B  
MONTHLY  
REQUEST FOR PAYMENT

SUBRECIPIENT: Kids House of Seminole, Inc.  
 PROGRAM NAME: Child Advocate Program  
 REPORT PERIOD: \_\_\_\_\_ REQUEST NO: \_\_\_\_\_

BUDGET SUMMARY REPORT

BUDGET CATEGORIES	(A) TOTAL APPROVED BUDGET	EXPENDITURES			(A-D) REMAINING BALANCE
		(B) PREVIOUS PAYMENTS	(C) AMOUNT OF THIS REQUEST	(D) (D=B+C) PAYMENTS REQUESTED TO DATE	
Direct Services	\$30,000				
<b>TOTAL</b>	<b>\$30,000</b>				

DETAIL INVOICE REPORT

BUDGET ITEM	EXPENDITURES		
	# OF UNIT/SERVICE	COST PER UNIT/SERVICE	AMOUNT OF THIS REQUEST
Direct Services		\$60.00 / Service	

**Note: Supporting documentation (i.e. time sheets, copies of checks etc.) must be submitted with each payment request. Failure to submit required documentation may delay payments.**

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

\_\_\_\_\_  
 AUTHORIZED SIGNATURE DATE  
 Please attach documentation substantiating expenditures.

CS Department Date Received
--------------------------------

EXHIBIT B-1  
MONTHLY  
PROGRAM PERFORMANCE REPORT

SUBRECIPIENT: Kids House of Seminole, Inc.

PROGRAM: Child Advocate Program

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

I. STATUS REPORT ON GOALS AND OBJECTIVES

ANNUAL PROGRAM GOAL(s)	ANNUAL PROGRAM OBJECTIVE(s)	ACHIEVED THIS MONTH	ACHIEVED TO DATE	% OF GOAL COMPLETED
500	500 Services			

II. PLEASE PROVIDE EXPLANATION IF GOALS/OBJECTIVES ARE NOT MET:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. NUMBER OF CLIENTS ASSISTED: \_\_\_\_\_

IV. NUMBER OF UNDUPLICATED CLIENTS ASSISTED: \_\_\_\_\_