

**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**Purchasing Department**



**NOTICE OF INTENT TO PURCHASE SOLE SOURCE**

**FILE REFERENCE #:** SS 24-08 Boys & Girls Club Summer Program  
**DATE/TIME OF INITIAL POSTING:** 4/24/24, 9:15AM CT  
**DATE/TIME POSTING REMOVED:** 5/03/24, 9:15AM CT

The products and/or services listed on the attached page(s) are believed to be of a unique or proprietary nature and therefore only available from one source. If you believe you have a "like" product or service to offer, please submit your complete cost proposal including descriptive literature and detailed technical specifications by email to the attention of the buyer listed below. If you prefer you may mail your proposal to the buyer at:

Okaloosa County School District  
Attn: Purchasing Department  
120 Lowery Place SE  
Fort Walton Beach, FL 32548  
Buyer: Vince Windham  
Buyer's Email: [windhamv@okaloosaschools.com](mailto:windhamv@okaloosaschools.com)  
Phone: (850) 833-7668

This notice was posted on 4/24/24. All proposals must be received by the buyer no later than 9:15AM CT on 5/03/24. Proposals received after this deadline will not be considered.

Thank you for your interest in Okaloosa County Schools.

**OCSD/BGCEC Summer 2024 Agreement**

This **AGREEMENT** entered into this \_\_\_\_ day of April, 2024, between The School Board of Okaloosa County, Florida, whose address is 120 Lowery Place SE., Fort Walton Beach, Florida 32548, (herein referred to as "District"), and The Boys & Girls Clubs of the Emerald Coast, Inc., whose address is 923 Denton Boulevard NE, Fort Walton Beach, Florida 32547, (herein referred to as "Provider").

**WITNESSETH:**

WHEREAS, Provider is willing to provide full day Summer programming for the Summer 2024 at its Jacobe Turner Teen Center, Fort Walton Youth Clubs; Riverside Elementary Club, and Destin Elementary Club;

WHEREAS, District is agreeable to Provider providing such program; and

WHEREAS, the parties wish to enter into this agreement to set forth the terms and conditions under which Provider will provide full day Summer programming.

NOW, THEREFORE, the parties agree as follows:

1. The term of this agreement shall commence on June 3rd, 2024 and shall end on August 8, 2024.
2. During the term of this agreement, Provider agrees to provide full day summer programming to ?? students who the district has approved to be in the program. The program will consist of healthy life style activities, academic success activities, athletic activities, good character and citizenship activities. The program will be provided from 7:30 a.m. through 6:00 p.m. Monday-Friday at the Fort Walton Youth and Jacobe Turner Teen Center and from 8:00 am through 6:00 pm at the Riverside and Destin Clubs.
3. Provider agrees to provide, at its own expense, all personnel necessary to properly supervise the full day summer activities. Provider's personnel shall not be considered employees of the District for any reason whatsoever and shall have no benefits of District employees.
4. Provider agrees that it will properly supervise and conduct the program in a proper manner consistent with the welfare and best interests of the students and the District.
5. Provider shall be solely responsible for the performance of its personnel who are providing the services under this agreement. Provider shall indemnify and hold harmless the School Board of Okaloosa County Florida, and its officers, agents and employees from and against any and all liability or claims for damage of any kind whatsoever arising out of Provider providing the full day Summer program as provided in this agreement.
6. At all times during the term of this agreement, Provider shall keep in full force and effect comprehensive general liability insurance in the minimum amount of \$1,000,000.00 insuring against any claims for damages that may arise out of Provider providing the full day Summer program. Provider shall furnish the District a certificate evidencing this insurance is in effect prior to the start date of the program. The School Board of Okaloosa County, Florida shall be named as an additional insured on such insurance policy.
7. The Provider shall be solely responsible for the supervision of all its personnel assigned to provide services under this agreement. Provider shall also be responsible for the constant

monitoring of the quality of service delivered to ensure the highest standards of service being provided to the District under this agreement in order to achieve a maximum benefit to the District, its employees and the families of students participating in the full day Summer program.

8. District agrees to pay for services rendered once invoice is received from the Provider. Invoice will be emailed monthly for prior months services. Cost of services are as follows:

- Riverside Elementary Youth Club:

- Elementary - \$35.00 Registration Fee/ \$405.00 Summer Fee= \$440.00

- Fort Walton Youth Center:

- Elementary - \$35.00 Registration Fee/ \$405.00 Summer Fee= \$440.00

- Destin Elementary Club:

- 1<sup>st</sup> through 5<sup>th</sup> grade- \$35.00 Registration/ \$415.00 Summer Fee= \$430.00

- Middle School- \$35.00 Registration/ \$245.00= \$280.00

- Jacobs Turner Teen Center:

- Middle School - \$35.00 Registration Fee/ \$235.00 Summer Fee= \$270.00

- High School - \$35.00 Registration Fee/ \$75 Summer Fee= \$110.00

9. In accordance with Section 1012.465 Florida Statutes, all contractors, vendors, individuals and other entities under contract with the District, and all employees and subcontractors of any such party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes unless otherwise exempted from such requirements by Section 1012.467 or Section 1012.468, Florida Statutes. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized District agent trained to take fingerprints. The Provider shall bear the costs of all such background screenings and fees to maintain the fingerprints provided with respect to Provider and its employees.

Any personnel of the Provider discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school-sponsored activities when students are present, have contact with students, or to have access to District funds.

The parties agree that the Providers failure to perform any of the duties described in this section will constitute a material breach of this contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Provider agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Provider's failure to comply with the requirements of this Section or Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

10. The parties agree that this agreement can be terminated by either party without cause at any time during its term by the terminating party providing thirty (30) days written notice to the other party.

This AGREEMENT entered into and made effective as of the date first set forth above.

THE SCHOOL BOARD OF  
OKALOOSA COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_

Dr. Lamar White, Chairman

BY: \_\_\_\_\_

Marcus Chambers,  
Superintendent and Corporate Secretary

BOYS & GIRLS CLUBS OF THE EMERALD COAST, INC.

BY: \_\_\_\_\_

Shervin Rassa

(or)

BY:  \_\_\_\_\_