

## **Orlando After-School All-Stars/City of Orlando Partnership Agreement**

The purpose of this agreement is to articulate the working arrangement between the Orlando After-School All-Stars, Inc. (“ASAS”) and the City of Orlando (“City”). Orlando After-School All-Stars, Inc., a 501(3)(c) Florida not for profit corporation and affiliate of the national After-School All-Stars program, is chartered to positively impact the lives of youth; break down barriers; fill discretionary time with positive experiences; help youth develop skills, build self-esteem, and enhance confidence. Specifically, the Orlando After-School All-Stars, in partnership with the City of Orlando and Orange County Public Schools, provides before and after school and summer camp programs in the public middle schools geographically located in the City of Orlando corporate limits.

### **I. ORLANDO AFTER-SCHOOL ALL-STARS RESPONSIBILITIES**

Orlando After-School All-Stars, Inc. agrees as follows:

1. Orlando After-School All-Stars shall provide management oversight and supervision of the before and after school and summer camp programs the City of Orlando funds and sponsors at seven Orange County Public Schools middle school sites located in the City limits.
2. Orlando After-School All-Stars, on an ongoing basis, shall conduct fundraisers, generate corporate and community support, and sponsorships to supplement the funds the City of Orlando provides to operate the before and after school and summer camp programs. Orlando After-School All-Stars will annually specify the programs, activities and services it will fund from monies it has raised and will notify City of those funding decisions on or about April 15th of each year so that the City can plan and budget accordingly.
3. Orlando After-School All-Stars will produce and submit an annual report to the City of Orlando addressing performance against the agreed upon performance measurements and outcomes and highlighting major accomplishments from the past year, identifying program partners, milestones, major events and activities, letters of support from the participating schools, etc. This report shall be submitted to the City on or about September 1 of each year.
4. Orlando After-School All-Stars will produce and submit a report to the Chief Administrative Officer or his/her designee following the completion of each semester (to be submitted no later than March 1<sup>st</sup> and August 1<sup>st</sup> each year) showing student participation and key indicators for students participating in the program by school, including but not limited to, attendance, grades/academic performance, and disciplinary action, including referrals. This report will compare performance of

students in the program versus total student body for each of the seven middle schools.

5. Orlando After-School All-Stars will be responsible for annually entering into facility use agreements with Orange County Public Schools for use of the middle schools that host the program.
6. Orlando After-School All-Stars is responsible for submitting quarterly payments to the City of Orlando to cover its portion of salary and benefits for the After-School All-Star State Director (After-School All-Stars responsible for amount in excess of \$30,000.00) who the parties have agreed shall be paid through the City's payroll. The City will invoice for the amount due each year and receive payment in 4 quarterly installments (October 1, January 1, April 1, July 1). Orlando After-School All-Stars is responsible for prompt payment of all expenses or invoices billed to it by the City for any expenses the City incurred for activities associated with the before and after school and summer camp programs Orlando After-School All-Stars agreed to sponsor, such as tutoring, fitness and nutrition, performing arts, athletics, etc.
7. Orlando After-School All-Stars State Director, with support from the City's Chief Administrative Officer or his/her designee, is responsible for preparing, presenting and managing the budget the City allocates for Orlando After-School All-Stars middle school before and after school and summer camp programs. The State Director shall ensure adherence with all applicable City policies and practices and budget reporting and submittal requirements.
8. Orlando After-School All-Stars State Director, with support from the Chief Administrative Officer or his/her designee, is responsible for supervision of all personnel hired in the Orlando After-School All-Stars middle school before and after school and summer camp programs. The After-School All-Stars State Director and his/her supervisors shall have knowledge of and ensure compliance with all applicable City personnel and payroll policies and procedures.
9. Orlando After-School All-Stars State Director will confer with the Chief Administrative Officer or his/her designee on all budgetary, personnel, and policy matters related to the Orlando After-School All-Stars middle school before and after school and summer camp programs funded by the City of Orlando.
10. Orlando After-School All-Stars shall provide the City's Chief Administrative Officer or his designee a copy of its annual audit and a copy of the annual report/grant request submitted to the National After-School All-Star office.
11. Orlando After-School All-Stars will designate one voting seat on its Board of Directors for the Chief Administrative Officer or his/her designee.

12. Orlando After-School All-Stars Board of Directors agrees to confer with the Chief Administrative Officer or his/her designee on any personnel matters related to the State Director, including hiring and firing.

## **II. CITY OF ORLANDO RESPONSIBILITIES**

City of Orlando agrees to the following:

1. City of Orlando recognizes Orlando After-School All-Stars as a separate corporate, 501(3)(c) entity, governed by an independent Board of Directors and fully responsible for all financial and operational responsibilities under its purview.
2. City of Orlando agrees to contract with Orlando After-School All-Stars to provide management oversight of the before and after school and summer camp programs the City provides at the designated middle schools located in its City limits.
3. City of Orlando agrees to provide \$30,000.00 per year towards the salary and benefits of the State Director of the After-School All-Stars.
4. City of Orlando agrees to employ and pay in full the salary and benefits of all operational personnel it authorizes to be hired for the Orlando After-School All-Stars middle school before and after school and summer camp programs.
5. City of Orlando agrees to process the payroll for the State Director and employees working with the Orlando After-School All-Stars program, as submitted and confirmed for accuracy by Orlando After-School All-Stars staff.
6. City of Orlando agrees to provide free office space sufficient to house the State Director and all full-time personnel authorized by the City to operate the Orlando After-School All-Stars before and after school and summer camp programs. The City shall also pay all associated utilities, equipment, furnishings, etc.
7. City of Orlando agrees to provide support services to Orlando After-School All-Stars, such as assistance with marketing, communications, grant development, use of certain city vehicles and recreational facilities, etc., as approved by the Chief Administrative Officer or his/her designee. These support services shall be provided to After-School All-Stars on the same basis that they are available to City Departments (i.e. if the services are free to City departments, they shall also be free to After-School All-Stars; if the division charges back the cost of the support service to departments, After-School All-Stars shall be charged and pay that amount.)
8. City of Orlando, through City Council, is responsible for setting the annual budget/funding level to operate the Orlando After-School All-Stars middle school before and after school and summer camp programs.

9. City of Orlando will submit an invoice on a quarterly basis to the Orlando After-School All-Stars for all expenses associated with the middle school before and after school and summer camp programs that are the responsibility of the Orlando After-School All-Stars, including the balance of State Director's salary, any cost incurred for special services sponsored by Orlando After-School All-Stars, such as cultural arts, lacrosse, golf, tennis, fitness and nutrition, etc.
10. City of Orlando agrees to have the Chief Administrative Officer or his/her designee serve on the Orlando After-School All-Stars, Inc. Board of Directors and agrees to support its programs and activities.

### **III. TERM**

1. The initial term of this Agreement (hereinafter referred to as the "the initial term") shall be a period of five years commencing on October 1, 2014 and ending one week prior to the commencement of the Orange County Public Schools 2019-20 school year term, unless earlier terminated as provided herein.
2. This Agreement may be automatically renewed for up to five (5) additional one (1) year terms (each hereinafter referred to as "Renewal Term"). Each Renewal Term shall automatically commence on the day after the termination of the preceding term and shall end one year there from, unless either party hereto shall notify the other party in writing at least ninety (90) days before expiration of the preceding term that the party is not renewing the Agreement. In the event such notice is timely given as aforesaid by either party hereto to the other, there will be no automatic renewal of this Agreement for the Renewal Term and the Agreement shall end and terminate on the last day of the preceding term.

### **IV. ACCREDITATION REQUIREMENTS**

N/A.

### **V. INDEMNIFICATION AND LIABILITY INSURANCE REQUIRED**

City shall to the fullest extent permitted by law in accordance with Section 768.28, Florida Statutes:

1. Exercise its privileges and duties hereunder at its own risk and expense.
2. Maintain, throughout the term hereof, a self-insurance program to insure City against liability for injury to or death of persons or loss or damage to property occurring during the operations of the Programs.

Orlando After-School All-Stars shall to the fullest extent permitted by law:

1. Exercise its privileges and duties hereunder at its own risk and expense.

2. Indemnify and hold harmless City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, costs and expenses (including, without limitations, attorney's and paralegals' fee incurred whether or not suit be brought in litigation, mediation, arbitration and bankruptcy proceeding, and any appeal there from, and in any post-judgment proceeding) of any kind and nature arising or growing out of, or in any way connected with any act intentional or otherwise, or omission of After-School All-Stars, or its officers, servants, employees, participants, guests or invitees in performing After-School All-Stars obligations under this Agreement. In consideration of the indemnity, City agrees to give After-School All-Stars Ten and No/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, in addition to other good and valuable considerations. This subparagraph shall survive any termination of this Agreement.
3. Maintain, throughout the term hereof an insurance program acceptable to its national After-School All-Stars organizations and to City. Such insurance shall insure both After-School All-Stars and City against liability for injury occur as a result of the arts intentional or otherwise or omissions of After-School All-Stars in performing its obligations under this Agreement during the operations of the City middle school programs. Any such policy shall name the City as an additional insured, and specify that it cannot be modified or canceled without at least sixty (60) days prior written notice to City.
4. Furnish a Certificate of Insurance reflecting the insurance coverages required under this section to City upon the execution of this Agreement and prior to August 1 of each year during the term of this Agreement. After-School All-Stars shall deliver such Certificate of Insurance to the Risk Management Section, City of Orlando, 400 S. Orange Avenue, Orlando, Florida 32801, with a copy to the Chief Administrative Officer or his designee. Failure to have adequate proof of current insurance meeting the requirements of this section or to file such proof with City's Risk Management Section shall entitle City to immediately suspend the City's obligations until such proof is furnished and shall warrant termination of this Agreement.
5. The parties shall jointly develop participant registration and hold harmless forms, which shall be designed to protect the interests of both the City and ASAS and shall be reviewed and approved by both organizations.

## **VI. AMENDMENTS TO AGREEMENT**

This Agreement may be amended upon the mutual written consent of the parties hereto.

## **VII. TERMINATION**

1. This Agreement may be terminated by either party at any time during the term hereof upon sixty (60) days prior written notice to the other party except for material breach of this Agreement which shall be subject to immediate termination by the party not breaching the Agreement. In the event of mutual material breach, either party may terminate this Agreement.
2. Prior to the conclusion of After-School All-Stars occupancy under the terms of this Agreement, After-School All-Stars shall remove from the City's premises and retain all of its personal property including its records, left over supplies purchased for the program, and return the premises to the condition in which they existed prior to removal, normal wear and tear excepted. All structural improvements (which must be made only with advance, written City permission) become the property of City and shall only be removed upon City approval.

#### **VIII. SEVERABILITY**

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[ THE BOTTOM OF THIS PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, After-School All-Stars and the City have hereunto caused this document to be executed the day and year first above written.

ORLANDO AFTER-SCHOOL ALL-STARS,  
INCORPORATED

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by (Name of Officer) \_\_\_\_\_, (Title) \_\_\_\_\_ of Orlando  
After-School All-Stars, Inc. a \_\_\_\_\_ Corporation, on behalf of the corporation.  
He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CITY OF ORLANDO, FLORIDA

\_\_\_\_\_  
Mayor/ ProTem

ATTEST:

\_\_\_\_\_  
Alana C. Brenner, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the City of Orlando,  
Florida only.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida