

SERVICES CONTRACT

This Agreement (the "Agreement") is made and entered into as of April 30, 2015, pursuant to Chapter 14, Subsection 14.29(9)(b) of the Florida Statutes, by and between The Florida Commission on Community Service (the "Commission") and Volunteer Florida Foundation, Inc., a Florida not for profit corporation (the "Foundation"), collectively (the "Parties").

RECITALS:

WHEREAS, in order to address the State of Florida's human, educational, environmental and public safety needs by fostering greater civic responsibility, the Florida Legislature, by enacting Section 14.29, Florida Statutes, established the Commission in 1994;

WHEREAS, Subsection 14.29(2), Florida Statutes, provides that while the Commission is assigned and administratively housed within the Executive Office of the Governor, the Commission shall independently exercise certain agreed responsibilities or such responsibilities as required to comply with the terms and conditions of the National and Community Service Trust Act of 1993.

WHEREAS, the Commission shall serve as an advisory board to the Governor and Cabinet, the Legislature, and appropriate state agencies and entities on matters relating to volunteerism and community service;

WHEREAS, pursuant to the authority granted to it by Subsection 14.29(9), Florida Statutes, the Commission may establish a direct support organization which is organized and operated exclusively to receive, hold, invest, and administer property and funds and to make expenditures on behalf of and in furtherance of the Commission's purposes established in Subsection 14.29(1), Florida Statutes;

WHEREAS, the Commission established the Foundation on May 5, 2010 for the exclusive purpose of being a direct support organization to the Commission;

WHEREAS, Subsection 14.29(9)(b), Florida Statutes, requires the direct-support organization to operate under written contract with the Commission;

WHEREAS, the Commission and the Foundation entered into a Service Contract dated January 22, 2013, which shall be replaced with, and rescinded by, this Agreement;

WHEREAS, the Commission and the Foundation have agreed that it is in the best interests of both parties for the Foundation to delegate and outsource certain service obligations to the Commission; and,

WHEREAS, the Commission and the Foundation desire to enter into this Agreement for a three (3) year term, subject to renewal and termination, as provided herein.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Foundation and Commission agree as follows:

1. Base Responsibilities of the Parties

1.1 The Commission and the Foundation agree that:

- a) Each shall comply with the requirements of Subsections 14.29(9)(b) and 14.29(9)(h), Florida Statutes.
- b) Each shall comply with the requirements of Florida Administrative Code Chapter 27O-1.
- c) The Foundation shall operate according to its Bylaws, as approved by the Commission.
- d) The Foundation shall operate as a direct support organization of the Commission and shall exist exclusively to support the Commission.
- e) The Foundation shall provide financial support to the Commission, including without limitation, for services performed by the Commission or its staff on behalf of the Foundation, as provided under this Agreement.
- f) The Foundation shall request approval of the Commission or a designee reporting directly to the Commission for all material Foundation activities, including without limitation, the application for grants, fundraising activities, employment of staff and operation of programs.

1.2 The Commission shall furnish to the Foundation all services and personnel necessary or appropriate to administer and manage the offices and activities of the Foundation in accordance with the specifications set forth herein. The Foundation agrees to pay the Commission for such services and personnel, subject to all other terms and conditions of this Agreement.

1.3 The Parties acknowledge that the Board of Directors of the Foundation has adopted certain governance documents, policies, standards, procedures, contracts, relationships and systems for daily management and operation of the Foundation, and has been approved for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of the United States (“Governing Documents”). These Governing Documents include, without limitation, Articles of Incorporation, Bylaws, Resolutions of the Board, agreements for custodial and investment management services, and donor, endowment and managed fund agreements, as well as other documents and agreements which the Board and management of the Foundation deem necessary or appropriate. The Foundation agrees to abide by and conform all of its services and activities, as defined herein, to the Governing Documents. Prior written notice shall be provided by the Board of Directors of the Foundation to the Commission for any services or activities of the

Foundation hereunder that may materially deviate from the standards set forth in the Governing Documents. The Commission shall have fifteen (15) days after receipt of such notice to determine whether to approve, disapprove or take no position with regard to such deviation from the Governing Documents.

2. Detailed Description of Commission Duties and Services

Commission shall provide general management and administrative services (“Services”) to the Foundation. In addition to obligations set forth in Paragraph 1 herein, the Commission shall:

- (a) Provide services for the Foundation in a manner consistent with good business practices within the foundation management industry, consistent with, and subject to, the responsibilities of the Foundation managers.
- (b) Provide such management services for the Foundation in conformity with business and fiduciary standards for the community foundation industry, including without limitation, managing activities which are customary and usual in connection with the specific services set forth herein.
- (c) Comply with all standards of performance and conduct applicable under the Internal Revenue Code, applicable regulations and any other regulatory and legal authority and the standards or directives applicable to the operation of the Foundation, including without limitation, the standards applicable to the Foundation as a tax-exempt organization under the Internal Revenue Code.
- (d) Assist and cooperate with the Foundation in maintaining all licenses and permits required in connection with the management and operation of the Foundation.
- (e) Assist and cooperate with meeting Foundation requirements in developing, maintaining, and implementing Commission programs which are funded by the Foundation.

3. Management Fee

In consideration for the Services and personnel to be provided hereunder, the Foundation shall pay to the Commission a management fee in the monthly sum equal to the pro-rated salary and benefits for all Commission employees who perform Foundation tasks.

The Commission shall track employee hours allocated to the Foundation on a monthly basis. (As an example, if a Commission employee works ten (10) out of his or her forty (40) hours in one week on Foundation matters, twenty-five (25%) percent of his or her salary and benefits shall be allocated to, and paid by, the Foundation to the Commission hereunder.)

The Commission shall provide an invoice accounting for all employee hours spent working on Foundation tasks by the fifteenth (15th) day of each month, or the next business day thereafter. Invoices shall be payable by the Foundation within thirty (30) days after receipt by the Foundation. Subject to the sole discretion of the Board of Directors of the Foundation, the

Foundation may pay the Commission an annual bonus in an amount to be solely determined by the Board of Directors of the Foundation, after consultation with the Chief Executive Officer of the Commission, to be used by the Commission to reward those individuals who have provided exceptional service to the Foundation during the prior fiscal year.

4. Employees

With the exception of the Executive Director for the Foundation, who may also be the Chief Executive Officer of the Commission, the Commission shall be the sole employer of those Commission employees providing Services for the Foundation hereunder. With the single exception noted, no Commission employee shall be considered an employee of the Foundation and the Commission shall provide written notice to each employee providing Services that the Foundation is NOT their employer and that such employees are subject to the exclusive direction and control of the Commission. The Commission agrees to provide without charge (other than the compensation to Commission payable pursuant to this Agreement) reasonable access to the services of the management team of the Commission and unfettered access to those Commission employees assigned to provide the specific Services to the Foundation. The Commission shall maintain such benefits and insurance, including health and welfare benefits, motor vehicle, general liability and workers' compensation insurance and employment liability insurance as may be required by law or as otherwise appropriate for agencies similar in nature, scope and size as the Commission.

5. Indemnification

Commission, to the extent permitted by the law and the Constitution of the State of Florida, hereby agrees to indemnify and hold harmless the Foundation and its employees, officers, directors and members from and against any and all claims, liabilities, obligations, costs, damages, losses and expenses of any nature (including attorney's fees and litigation expenses) arising out of or relating to the failure of the Commission to perform any obligation or required activity under this Services Contract, or the negligence or intentional misconduct of the Commission or its subcontractors, agents or employees or any breach of any of the representations, warranties, covenants or agreements of the Commission set forth herein, whether occurring prior to, at or after the effective date of this Services Contract.

The Foundation, to the extent permitted by the law and the Constitution of the State of Florida, hereby agrees to indemnify and hold harmless the Commission and its employees, officers, directors and members from and against any and all claims, liabilities, obligations, costs, damages, losses and expenses of any nature (including attorney's fees and litigation expenses) arising out of or relating to the failure of the Foundation to perform any obligation or required activity under this Services Contract, or the negligence or intentional misconduct of the Foundation or its subcontractors, agents or employees or any breach of any of the representations, warranties, covenants or agreements of the Foundation set forth herein, whether occurring prior to, at or after the effective date of this Services Contract.

6. Term and Termination

This Agreement shall continue for a period of three (3) years from the date hereof and may be renewed for additional three (3) year periods upon mutual written agreement of the parties.

This Agreement shall immediately and automatically terminate upon the effective date of any statutory repeal materially affecting either of the parties and their performances hereunder.

This Agreement may be terminated by either party providing written notice to the other party upon breach of this Agreement by the other party, provided that such breach is not cured by the other party within thirty (30) days after receipt of such written notice.

Should the Commission determine, in its sole discretion, that it has become incapable of continuing performance of the Services herein, whether due to circumstances within or outside of its control, the Commission may terminate this Agreement upon delivery of thirty (30) days notice thereof to the Foundation.

Upon termination of this Agreement, the Commission shall immediately deliver to the Foundation all of the Foundation records in possession of the Commission pertaining to the operation of the Foundation. Upon termination of this Agreement for any reason other than a breach or default by the Commission, the Foundation shall pay the Commission for all services performed hereunder up through the date of termination and the Commission shall have no further rights to service fee payments hereunder.

The Foundation shall immediately remit and return to the Commission or the State, if the Commission ceases to exist, any moneys and property held in trust by the Foundation if the Foundation is no longer approved to operate for the Commission, this Agreement is terminated or the Commission ceases to exist.

7. Attorneys' Fees and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

8. Notices

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change its address by giving written notice in accordance with this paragraph. Notices not personally delivered shall be deemed communicated as of three (3) days after mailing.

9. Entire Agreement

This Agreement supersedes any and all other Agreements or service contracts, either oral or in writing, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

10. Partial Invalidity


If any provision in this agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11. Governing Law


This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Executed on April 30, 2015, at County of Leon, State of Florida.

**COMMISSION:
FLORIDA COMMISSION ON COMMUNITY SERVICE**

By: 
Name: Autumn Karlinsky
Title: Chair
Address: 3800 Esplanade Way Tallahassee, FL 32311

**FOUNDATION:
VOLUNTEER FLORIDA FOUNDATION, INC.**

By: 
Name: Chucha Barber
Title: Chair
Address: 3800 Esplanade Way Tallahassee FL 32311