

**THE FLORIDA SENATE
404 SOUTH MONROE STREET 405 THE CAPITOL
TALLAHASSEE, FLORIDA 32399-1100**

**CHILDCARE SERVICES CONTRACT
Senate Contract Number SE2302**

This Agreement is entered into by the Florida Senate and Seminole Sitters, LLC ("Seminole").

TERMS AND CONDITIONS

1. Scope of Services

Seminole hereby agrees to perform childcare services for the Florida Senate. The primary responsibility of Seminole will be providing childcare. No cleanup is required of any sitters beyond cleaning up after themselves and the children under their care. Seminole shall take instructions from the Senate unless the instructions conflict with statutory requirements or written company policy that has been provided to the Florida Senate.

2. Authorization of Services

Seminole shall render the services described in the Scope of Services at the request of the President of the Senate or the President's designee, or the Contract Manager.

The Contract Manager on behalf of the Senate shall be Audrey Mathews, Office of Senate Administration, 303 The Capitol, 404 South Monroe Street, Tallahassee, Florida 32399-1100.

The Contract Manager on behalf of Seminole shall be Mary Mangan, P.O. Box 3203, Tallahassee, Florida 32315.

3. Duration of Agreement

This Agreement shall commence upon its execution and terminate on March 8, 2024, unless terminated earlier by any party for any reason after serving notice of termination in writing seven (7) days in advance of such termination.

4. Duration of Services

Seminole Sitters shall provide the appropriate number of childcare sitters at the request of the President of the Senate or the President's designee, or the contract manager, as described in Section 6 of this Agreement, Monday through Friday, from 8:00 a.m. until 6:00 p.m., for the following dates: January 9, 2024, through March 8, 2024.

5. Medical Services

The Senate will encourage parents of participants in the childcare program to execute a medical authorization form permitting Seminole to provide medical care to children where the situation warrants. Seminole shall exercise reasonable care to preserve the life, limb, or well-being of the children under the supervision of Seminole.

6. Childcare Sitter Requirements

- i. The childcare sitter(s) provided by Seminole shall be at least sixteen years old, completed the Better Babysitting course through the American Red Cross, be trained in CPR and First Aid, and pass a Florida criminal history and background check.
- ii. One sitter may be provided for every six (6) children if all children are older than one year old.
- iii. Sitter(s) may not bring guests to the Senate, including other children, under any circumstances, while on duty.
- iv. Sitter(s) are authorized to pick up phone calls only from Seminole Sitters, the parent(s) of the children under their care, or a caller specifically requested by the parent(s) to be intercepted.
- v. If a sitter becomes ill or an emergency arises just prior to an appointment with the Senate, the sitter will contact Seminole Sitters and the Florida Senate immediately.
- vi. Children will be treated with courtesy, respect, and patience. Discipline will be administered according to age and understanding level. At no time will any child be subjected to physical punishment or shaming, frightening or humiliating methods, or any type of verbal abuse, threats, derogatory remarks, or deprivation of any meal.
- vii. If a child's behavior becomes a persistent problem, the sitter(s) shall notify both Seminole and the Florida Senate.
- viii. No child shall be left unattended.
- ix. Sitter(s) will bring their own meals, and not presume to help themselves to food provided by the Senate. Sitter(s) will eat only when the children are eating or sleeping.

7. Payment

The Florida Senate shall pay Seminole \$36 per hour for childcare service. There is a two-hour minimum for sitting services. After the two hours, the rate is prorated every 15 minutes. There shall be no rate increases.

The Florida Senate shall provide at least 36 hours' notice for reducing the hours scheduled for a sitter, or pay Seminole as originally scheduled. The Florida Senate shall provide at least 36 hours' notice for canceling the services of any sitter, or pay Seminole a cancellation fee of \$72 per sitter.

Seminole shall provide an invoice to the Senate biweekly with the charges for sitting services provided for the previous two weeks, which the Senate shall promptly pay.

8. Mutual Indemnity

The Florida Senate agrees to indemnify, defend, and hold harmless Seminole Sitters, LLC, and its subsidiaries and affiliates, and their respective officers, directors, agents, employees, subcontractors, successors, and assigns from and against any and all actions, costs, suits, demands,

claims, damages, losses, and liabilities, including reasonable attorneys' fees, arising out of this Agreement, caused by the negligence of the Senate.

Seminole agrees to indemnify, defend, and hold harmless the Florida Senate, and its subsidiaries and affiliates, and their respective officers, directors, agents, employees, subcontractors, successors, and assigns from and against any and all actions, costs, suits, demands, claims, damages, losses, and liabilities, including reasonable attorneys' fees, arising out of this Agreement, caused by the negligence of Seminole.

9. Resolution of Disputes and Prohibition Against Assignment

This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement may not be assigned by either party without the express and advance written consent of the other.

10. Work Place Harassment

Seminole will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited) which is attached as Exhibit A. If the Senate amends Policy 1.60 during the term of the Contract, Seminole will be sent a copy of the amended policy which they shall adhere to. The Parties agree that this is a material condition to the execution of the contract and any violation of the Policy can be grounds for termination by the Senate. The Senate has sole discretion whether a violation has occurred and whether termination is warranted. In the event of a termination under this clause, Seminole shall immediately cease work upon receiving notice of termination. They will be paid under the contract for all work provided up to that point.

11. Public Records

Unless specifically exempted by law, all records made or received by Seminole in conjunction with this Agreement may be public records available for inspection by the public in accordance with the provisions of Article I, section 24, Florida Constitution, and section 11.0431, Florida Statutes. In the event Seminole receives a request for public records, Seminole shall notify the Senate Contract Manager of the request and shall coordinate the production of records to the requestor. Refusal of Seminole to allow public access to such records shall constitute grounds for termination of this Agreement.

In order to assure that records subject to any exemption are not disclosed, Seminole agrees to notify the Contract Manager immediately upon being requested to disclose any documents or records in Seminole's possession or which relate to the subject matter of this Agreement. Seminole shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Senate.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to either party shall be sent to the parties at the addresses set forth

below personally, mailed by registered or certified mail, return receipt requested, or overnight mail service, with proof of delivery and reference ***Senate contract number SE2302***.

If to the Florida Senate:

Audrey Mathews
Suite 303, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399-1100
mathews.audrey@flsenate.gov
850-487-5636

If to Seminole Sitters:

Mary Mangan
P.O. Box 3203
Tallahassee, Florida 32315
info@seminolesitters.com
850-205-3161

IN WITNESS THEREOF this Agreement has been executed by Seminole; and on behalf of the Florida Senate, by the President of the Florida Senate.



Kathleen Passidomo, President
The Florida Senate

Date

11/8/23



Mary Mangan
Seminole Sitters

Date

11/08/2023

Approved for Legal Form and Sufficiency:



Carlos Rey, General Counsel
The Florida Senate