

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ACHIEVEMENT AND REHABILITATION CENTERS, INC.
D/B/A ARC BROWARD
(hereinafter referred to as "VENDOR"),
whose principal place of business is
10250 NW 53rd Street
Sunrise, Florida 33351

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 29, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide school year, Before and After School Child Care Services for Middle and High School Programs. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See Attachment A) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

- 2016-2017 for School Board Operated Programs shall be \$2.25/hr
- 2017-2018 for School Board Operated Programs shall be \$2.35/hr.
- 2018-2019 for School Board Operated Programs shall be \$2.50/hr.

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

A sliding fee schedule has been provided by VENDOR and this schedule must be the same for all sites. VENDOR based the sliding fee scale on total household size and income. Reduced rates for these low income families will be funded through Agreement established with the Children's Services Council, and contributions from individuals and foundations. Families above these income levels will pay full price (with 5% discounts for second or more children). Families with low incomes will have registration fee waived. There will be no additional fees charged.

VENDOR must offer a 5% discount for full time employees of SBBC. Free child care cannot be offered to any SBBC employee. VENDOR must provide families with multiple children a 5% discount for the second child or more in the program.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize Global Recognition Enterprises d/b/a Bravo Awards (M/WBE firm), Certificate #7007-6202 to purchase plaques or other award materials to knowledge area businesses and other key stakeholders for their contributions. Also VENDOR shall use Dolphin Online, Inc., Certificate #7007-7101 to purchase office supplies for the before and after school program.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by **VENDOR** to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by **SBBC** for cause and shall be grounds for the denial of some or all of any **VENDOR**'s claims for payment by **SBBC**.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to **SBBC** by **VENDOR** in excess of two percent (2%) of the total billings under this Agreement, the actual cost of **SBBC**'s audit shall be paid by **VENDOR**. If the audit discloses billings or charges to which **VENDOR** is not contractually entitled, **VENDOR** shall pay said sum to **SBBC** within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. **VENDOR** shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by **VENDOR** to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by **SBBC** for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by **SBBC** to **VENDOR** pursuant to this Agreement and such excluded costs shall become the liability of **VENDOR**.

(h) Inspector General Audits. **VENDOR** shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC :	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before & After School Child Care The School Board of Broward County, Florida Rock Island Professional Development Center 2301 N 26th Street - Building One Fort Lauderdale, FL 33311
To VENDOR :	Achievement and Rehabilitation Centers, Inc. d/b/a ARC Broward 10250 NW 53 rd Street Sunrise, Florida 33351

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District
of Broward County, Florida, ou=The Office of the
General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:49:48 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ACHIEVEMENT AND REHABILITATION
CENTERS, INC. D/B/A ARC BROWARD

ATTEST:

By [Signature]

_____, Secretary

-or-

Witness Jody Ellis

Witness [Signature]

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of July, 2016 by Dennis Haas of Achievement and Rehabilitation Centers, Inc Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

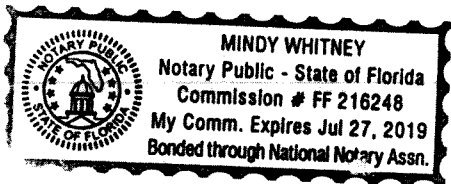
My Commission Expires: 7/27/19

[Signature]
Signature - Notary Public

MINDY WHITNEY
Printed Name of Notary

(SEAL)

FF 216248
Notary's Commission No.



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: ARC Broward – ABLE After School

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,260.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>1,285.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,260.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,197.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>2,482.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>N/A</u>
Nine Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: ARC Broward – Youth Links After School

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>486.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>511.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>486.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>462.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>973.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>N/A</u>
Nine Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

ARC Broward After Care Sliding Fee Schedule

After-school Weekly Fees per Child	Number of Family Members in Household			
	2	3	4	5+
0	0 to	0 to	0 to	0 to
\$1.00	\$15,931 to	\$20,091 to	\$24,251 to	\$28,411 to
\$2.00	\$18,877 to	\$23,749 to	\$28,621 to	\$33,493 to
\$5.00	\$21,237 to	\$26,718 to	\$32,199 to	\$37,680 to
\$7.00	\$23,596 to	\$29,686 to	\$35,776 to	\$41,866 to
\$10.00	\$27,529 to	\$34,634 to	\$41,739 to	\$48,844 to
\$15.00	\$29,102 to	\$36,613 to	\$44,124 to	\$51,635 to
\$18.00	\$31,461 to	\$39,581 to	\$47,701 to	\$55,821 to
\$21.00	\$35,394 to	\$44,529 to	\$53,664 to	\$62,799 to
\$25.00	\$39,326 to	\$49,476 to	\$59,626 to	\$69,776 to
\$30.00	\$43,259 to	\$54,424 to	\$65,589 to	\$76,754 to
\$35.00	\$47,191 to	\$59,371 to	\$71,551 to	\$83,731 to

The sliding fee scale was developed for all MOST providers by the Children's Services Council. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. ARC Broward wants to ensure that its after school programming is accessible to families with children with special needs. If Youth Links families attest that the weekly fees present a financial barrier and will limit a child's enrollment, the fee can be waived with approval of the division director.

AGREEMENT

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AFTER SCHOOL PROGRAMS, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
5700 Horizons Lane
Margate, Florida 33063

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 22, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care, and Non-School Day Programs for elementary middle and exceptional student centers in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC. The registration fee of \$30.00 is consistent with the 20% allowable overage for private providers.

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

A sliding fee schedule has been provided by VENDOR and this schedule must be the same for all sites. 50% scholarship to be offered if income between \$0 and \$29,999 and 25% scholarship to be offered if income between \$30,000 and \$50,000. VENDOR provides company funded scholarships to families needing financial assistance. Broward County students who are currently on free and reduced lunch and whose parents are working may be eligible for a scholarship. All scholarship applications will be considered based upon individual circumstances as well as household incomes. There will be no additional fees charged.

VENDOR must offer a 5% discount for full time employees of SBBC. Free child care cannot be offered to any SBBC employee. VENDOR must provide families with multiple children a 5% discount for the second child or more in the program.

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VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of the entity listed above. Utilizing any entity other than the one listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before & After School Child Care The School Board of Broward County, Florida Rock Island Professional Development Center 2301 N 26th Street - Building One Fort Lauderdale, FL 33311
To VENDOR:	David Wolnek, CEO After School Programs, Inc. 1520 S. Powerline Road Deerfield Beach, Florida 33442

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:48:14 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

AFTER SCHOOL PROGRAMS, INC.

ATTEST:

By [Signature]

_____, Secretary

-or-
[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12 day of July, 2016 by David Wonek of

After School Programs, Inc, on behalf of the corporation/agency.

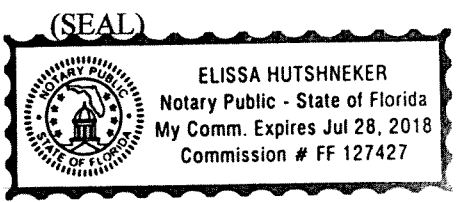
He/She is personally known to me or produced personally known as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature – Notary Public

Elissa Hutshneker
Printed Name of Notary

FF 127427
Notary's Commission No.



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: After School Programs, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,976.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>2,006.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,976.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,877.20</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,883.20</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>486.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>516.00</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>486.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>461.70</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>977.70</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: After School Programs, Inc.

Submit your cost schedule proposal with registration fee for this section-

Three Month Fee per child \$160 per week x 10 weeks \$ 1,600.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,630.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,600.00

Three Month Fee Per second (2nd) child \$ 1,520.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,150.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ 800.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 830.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 800.00

Three Month Fee Per second (2nd) child \$ 760.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,500.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AFTER SCHOOL PROGRAMS-SOUTH, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
5700 Horizons Lane
Margate, Florida 33063

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 22, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

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- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

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VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of the entity listed above. Utilizing any entity other than the one listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before & After School Child Care The School Board of Broward County, Florida Rock Island Professional Development Center 2301 N 26th Street - Building One Fort Lauderdale, FL 33311
To VENDOR:	David Wolnek, CEO After School Programs, Inc. 1520 S. Powerline Road Deerfield Beach, Florida 33442

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:47:25 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

AFTER SCHOOL PROGRAMS SOUTH, INC.

ATTEST:

By [Signature]

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12 day of July, 2016 by David Wolnek of

After School Programs South, Inc., on behalf of the corporation/agency.

He/She is personally known to me or produced personally known identification and did/did not first take an oath.

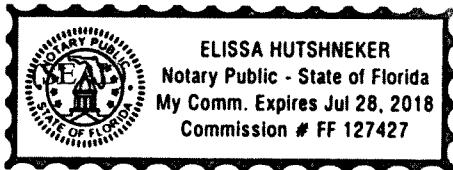
My Commission Expires:

[Signature]

Signature - Notary Public

Elissa Hutshneker
Printed Name of Notary

FF 127427
Notary's Commission No.



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: After School Programs, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,976.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>2,006.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,976.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,877.20</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,883.20</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>486.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>516.00</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>486.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>461.70</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>977.70</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: After School Programs, Inc.

Submit your cost schedule proposal with registration fee for this section-

Three Month Fee per child \$160 per week x 10 weeks \$ 1,600.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,630.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,600.00

Three Month Fee Per second (2nd) child \$ 1,520.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,150.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ 800.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 830.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 800.00

Three Month Fee Per second (2nd) child \$ 760.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,500.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BELIEVE TO ACHIEVE ASP CORP
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1815 SW 85th Court
Miami, Florida 33155

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 28, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall be provide school year, Before and After School Child Care for elementary and middle in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC. The registration fee of \$30.00 is required at the time of enrollment.

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

A sliding fee schedule has been provided by VENDOR and this schedule must be the same for all sites. VENDOR provides company funded scholarships to families needing financial assistance. Students who receive free or reduced lunch and whose parents have a need for child care may be eligible to receive VENDOR funded scholarships. 25% off full rate of regular monthly fees for a minimum of 10% of full paying enrolled students in each program. There will be no additional fees charged.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall maintain twelve percent (12%) M/WBE participation in this Agreement. VENDOR shall utilize Montage Education (M/WBE firm), Certificate #7007-6548 to provide parental involvement workshops and materials.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of the entity listed above. Utilizing any entity other than the one listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Believe to Achieve ASP, Corp
1815 SW 85th Court
Miami, Florida 33155

With a Copy to: Damian Harvey
Director of Operations
Believe to Achieve ASP, Corp
1815 SW 85th Court
Miami, Florida 33155

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District
of Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:51:19 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

BELIEVE TO ACHIEVE ASP CORP

ATTEST:

By Dama Henry

_____, Secretary

[Signature]
for

Witness GUSTAVO A. HERRERA

Witness JAVIER PINO

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 13 day of JULY, 2016 by DAMIAN LAURENCE HARVEY of

BELIEVE TO ACHIEVE ASP CORP, on behalf of the corporation/agency.

He/She is personally known to me or produced K-D-#H610-172-86144-0 as identification and did/did not first take an oath.

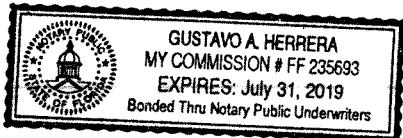
My Commission Expires: 07/31/2019

[Signature]
Signature - Notary Public

GUSTAVO A. HERRERA
Printed Name of Notary

FF235693
Notary's Commission No.

(SEAL)



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Believe to Achieve ASP Corp

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,922.40</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>1,952.40</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,922.40</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,826.28</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,778.68</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>720.90</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>750.90</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>720.90</u>
Nine Month Fee for second (2 nd) child	\$ <u>684.85</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>1,435.75</u></u>

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENTER FOR HEARING AND COMMUNICATION, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
50 Broadway, 6th Floor
New York, New York 10004

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 26, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide school year, Before and After School Child Care Services for Elementary, Middle and High School Programs for north and central areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** For a typical four (4) hour program, 180 school days, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

In addition, the registration fee adopted by SBBC is \$25.00 per family. VENDOR must offer a 5% discount for full-time employees of SBBC. VENDOR must provide families

VENDOR must offer a 5% discount for full time employees of SBBC. Free child care cannot be offered to any SBBC employee. VENDOR must provide families with multiple children a 5% discount for the second child or more in the program.

VENDOR's after-school programs are completely grant funded by the Children's Services Council (CSC) and offers services for elementary (MOST), middle school (Youth FORCE) and high school (STEP) programs. The elementary school (MOST) program is the only CSC funded program required to collect a fee. VENDOR utilizes a sliding fee scale provided by CSC to determine fees, if applicable.

Children who receive public assistance (e.g., SSI, food stamps) or on free/reduced lunch will not be required to pay a fee. In the event that a child may be required to pay a fee, VENDOR will charge the weekly rate shown on the sliding fee scale. If the sliding fee scale exceeds the maximum allotted by this RFP, VENDOR will make the necessary fee adjustments to ensure the fees do not exceed the \$2.70 per hour/\$1,976.00 per year maximum allowed. **Attachment A** shows the yearly amount of \$1,976.00 to illustrate the maximum cost to the families served. Many, if not all families served will pay less than the costs shown on **Attachment A**.

Families will be charged the \$15 registration fee required by this RFP. No additional registration fees will be collected. SBBC employees will be offered a 5% discount in accordance with this RFP. In the event that the SBBC employee would be eligible for free child care, the SBBC employee will be charged the minimum of \$1.00 per week (\$36.00 annually) and \$2 per week for the summer (\$16.00 maximum). A discount of 50% per additional child will be offered to families with multiple children in our programs.

Sliding Scale Structure: VENDOR utilizes the sliding fee scale provided by the Children's Services Council (CSC) for the elementary school (MOST) program. One hundred percent (100%) of students enrolled in our programs receive either free or low-cost (scholarships) rates. A copy of this scale has been included with **Attachment B**. In the event a child is required to pay a fee, parents will be informed in writing and payments will be due at the end of each month for that month's services. Students will not be denied services based on inability to pay fees. No late payment fees will be charged and VENDOR's staff will work closely with families to make any necessary payment arrangements. A sample payment schedule has been included with **Attachment B**.

Discount Structure. A 50% discount structure will be applied to any family required to pay a fee for additional students enrolled in our programs. Please refer to the sample included with **Attachment A**.

2.05 **M/WBE Participation.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Margaret H. Brown, Regional Executive Director
Center for Hearing and Communication – FL
2900 West Cypress Creek Road, Suite 3
Fort Lauderdale, FL 33309

With a Copy to: Salina Baaith, Programs Education Manager
Center for Hearing and Communication – FL
2900 West Cypress Creek Road, Suite 3
Fort Lauderdale, FL 33309

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the

products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District
of Broward County, Florida, ou=The Office of the
General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.07.14 14:44:19 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

CENTER FOR HEARING AND
COMMUNICATION, INC.

ATTEST:

By Margaret Brown

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

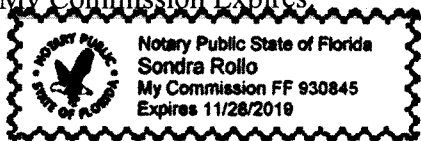
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day of
July, 2016 by Margaret Brown of

Center for Hearing and Communication, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

Sondra Rollo
Signature – Notary Public

Sondra Rollo
Printed Name of Notary

Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Center for Hearing and Communication, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,976.00</u>
Registration Fee	\$ <u>15.00</u>
TOTAL FEE:	\$ <u><u>1,991.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,976.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>988.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>2,994.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>N/A</u>
Nine Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>



MOST Sliding Fee Scale

Note: Any exceptions to the sliding fee scale (i.e. for foster children, homeless children, multiple children, children with special needs, unusual family circumstances, etc.) must be approved by the Provider, and the approval, including an explanation, must be documented in the child's file. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. Effective 2015/2016 School Year.

Afterschool Weekly Fees per Child	Summer Weekly Fees per Child	Number of Family Members in Household			
		2	3	4	5+
0	0	0	0	0	0
		to \$15,930	to \$20,090	to \$24,250	to \$28,410
\$1.00	\$2.00	\$15,931	\$20,091	\$24,251	\$28,411
		to \$18,876	to \$23,748	to \$28,620	to \$33,492
\$2.00	\$4.00	\$18,877	\$23,749	\$28,621	\$33,493
		to \$21,236	to \$26,717	to \$32,198	to \$37,679
\$5.00	\$10.00	\$21,237	\$26,718	\$32,199	\$37,680
		to \$23,595	to \$29,685	to \$35,775	to \$41,865
\$7.00	\$14.00	\$23,596	\$29,686	\$35,776	\$41,866
		to \$27,528	to \$34,633	to \$41,738	to \$48,843
\$10.00	\$20.00	\$27,529	\$34,634	\$41,739	\$48,844
		to \$29,101	to \$36,612	to \$44,123	to \$51,634
\$15.00	\$30.00	\$29,102	\$36,613	\$44,124	\$51,635
		to \$31,460	to \$39,580	to \$47,700	to \$55,820
\$18.00	\$36.00	\$31,461	\$39,581	\$47,701	\$55,821
		to \$35,393	to \$44,528	to \$53,663	to \$62,798
\$21.00	\$42.00	\$35,394	\$44,529	\$53,664	\$62,799
		to \$39,325	to \$49,475	to \$59,625	to \$69,775
\$25.00	\$50.00	\$39,326	\$49,476	\$59,626	\$69,776
		to \$43,258	to \$54,423	to \$65,588	to \$76,753
\$30.00	\$60.00	\$43,259	\$54,424	\$65,589	\$76,754
		to \$47,190	to \$59,370	to \$71,550	to \$83,730
\$35.00	\$70.00	\$47,191	\$59,371	\$71,551	\$83,731
		to \$51,123	to \$64,318	to \$77,513	to \$90,708

Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist.

MOST Sliding Fee Scale
 Revised 15/16
 7/14/15

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CHRISTINA G. SMITH COMMUNITY MENTAL HEALTH FOUNDATION, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
601 South State Road 7
Plantation, Florida 33317

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 26, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Non-School Day Programs for exceptional student centers in north and south areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC. There is no registration fee for any program.

Before and After School Child Care

Program 1: For the MOST After School Program, **Attachment A** outlines the nine month fee per student and registration fee. VENDOR's fee is less than the nine month fee adopted by the SBBC. The maximum fee under Children's Services Council (CSC) breaks down to \$7/day times 180 days/year = \$1260. As per CSC, "Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist." In the case of special circumstances, the maximum fee charged by the agency is \$10.00/day. \$10.00/day x 180 days = \$1,800, which does not exceed the maximum set forth under this RFP. There is no registration Fee.

Fees for Services – Program 2: Fees for Services under the Youth FORCE program is \$0. Parents are not asked to pay for services or provide any income information and all youth who meet admission criteria are allowed to attend the program. The program is funded through CSC.

Fees for Services – Program 3: Fees for Services under the STEP program is \$0. Parents are not asked to pay for services or provide any income information and all youth who meet admission criteria are allowed to attend the program. The program is funded through CSC.

Sliding Scale: Utilizing a sliding fee scale ensures that families eligible for free and reduced lunch (185% of the Federal Poverty Level) will not be charged a fee. CSC states, "Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist." Exceptions to the sliding fee scale will be considered and approved by the Program Manager under the direction of the

Administrative Manager. The explanation must be documented clearly in the student's file. An example of an exception would be a youth from a family with higher income but which is overburdened with expenses due to the youth's emotional disturbance.

The payment schedule range for families is broken down into weekly fees and is as follows:

After School Monthly Fee:	From 0 - \$200
Total MAXIMUM 9 Month Fee:	\$1800

There is no limit to the number of reduced fees (scholarships) given. The vast majority of students currently attending the MOST after school program are not required to pay a fee due to low income status. Programming is paid for through the Children's Services Council of Broward County.

The sliding fee scale is the same for all MOST School Board sites.

The range of sliding fees goes up through 185% of the Federal Poverty Level.

No additional fees are charged.

There is no monthly payment schedule. The families that pay (usually not more than one or two), do so on a weekly basis. If payment is not received, the business office generates a bill which is given to the parent/guardian.

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

VENDOR must offer a 5% discount for full time employees of SBBC. Free child care cannot be offered to any SBBC employee. VENDOR must provide families with multiple children a 5% discount for the second child or more in the program.

Summer Program and Non-School Days

The Children's Services Council (CSC) has developed a sliding fee scale which is being utilized for the MOST Summer program. The vast majority of students served are low income and therefore utilize CSC funds. According to CSC, "Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist." Utilizing the sliding fee scale ensures that families eligible for free and reduced lunch (185% of the Federal Poverty Level) will not be charged a fee. Exceptions to the sliding fee scale will be considered and approved by the Program Manager under the direction of the Administrative Manager. The explanation must be documented clearly in the student's file. An example of an exception would be a youth from a family with higher income but which is overburdened with expenses due to the youth's emotional disturbance. It is important to note that we are usually at full capacity each summer serving low income families, which is our priority. Families with low income have fewer choices as compared with families with more income, therefore we give priority, according to our mission, to serve low income families. Thus the agency does not have a distinct sliding fee scale other than that of CSC. See Attachment 13 for the sliding fee scale.

Our (CSC's) sliding scale ranges from a minimum of 0 to a maximum weekly fee of \$70, which is based on 185% of the Federal Poverty Guidelines. There is no limit to the number of reduced fees given at the site. There is no registration fee and no additional fees are charged. The fees below are per week; the cost for the entire summer ranges from \$72/summer (\$12/wk x 9 weeks) to \$630/summer (\$70/wk x 9 weeks). Participation in sessions or partial participation is strongly discouraged.

Chart indicating cost according to the number of children from the same family attending the program is as follows. Each child after the third child would receive a 10% discount (less than the first child).

WEEKLY COST

	1 st Child in Family	2 nd Child in Family at 5% less than first	3 rd Child in Family at 10% less than first
Fee Level 1	\$12	\$11.40	\$10.80
Fee Level 2	\$16	\$15.20	\$14.40
Fee Level 3	\$22	\$20.90	\$19.80
Fee Level 4	\$28	\$26.60	\$25.20
Fee Level 5	\$34	\$32.30	\$30.60
Fee Level 6	\$40	\$38.00	\$36.00
Fee Level 7	\$48	\$45.60	\$43.20
Fee Level 8	\$56	\$53.20	\$50.40
Fee Level 9	\$64	\$57.95	\$57.60
Fee Level 10	\$70	\$66.50	\$63.00

2.05 M/WBE Participation. As consideration for being awarded this Agreement, VENDOR shall utilize Smith Mental Health Associates (M/WBE firm) at ten percent (10%) participation, Certificate #7007-6024 to provide business office, human resources, and administrative functions.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of the entity listed above. Utilizing any entity other than the one listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 Inspection of VENDOR's Records by SBBC. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Donna Lavalle, Co-President
Joanne Correia-Kent, Co-President
Christina G. Smith Community Mental Health Foundation
601 South State Road 7
Plantation, FL 33317

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or

become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:52:00 -04'00'

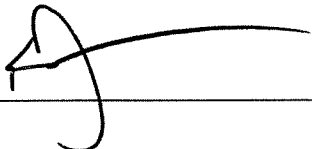
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

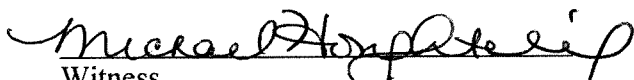
CHRISTINA G. SMITH MENTAL HEALTH FOUNDATION, INC.

ATTEST:

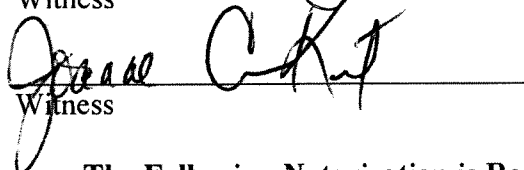
By 

_____, Secretary

-or-



Witness



Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5th day of July, 2016 by Donna Juvalle of

Name of Person

Christina G. Smith Mental Health Foundation, Inc. on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced N/A as identification and did/did not first take an oath.

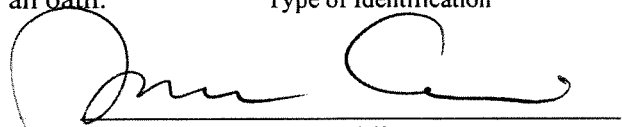
Type of Identification

My Commission Expires: 3/4/20



(SEAL)

MIRIAM LINARES
MY COMMISSION # FF 961918
EXPIRES: March 4, 2020
Bonded Thru budget Notary Services



Signature – Notary Public

Miriam Linares

Printed Name of Notary

FF 961918
Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Christina G. Smith Community Mental Health Center, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,260.00</u>
Registration Fee	\$ <u>0</u>
TOTAL FEE:	\$ <u><u>1,260.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,260.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,197.00</u>
Registration Fee	\$ <u>0</u>
TOTAL FEE:	\$ <u><u>2,457.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>N/A</u>
Nine Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Christina G. Smith Community Mental Health Center, Inc.

Submit your cost schedule proposal with registration fee for this section:

Three Month Fee per child \$160 per week x 10 weeks \$ 630.00

Registration Fee \$ 0

TOTAL FEE: \$ 630.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 630.00

Three Month Fee Per second (2nd) child \$ 598.50

Registration Fee \$ 0

TOTAL FEE: \$ 1,228.50

Half (1/2) Day Program Cost

Three Month Fee per child \$ 378.00

Registration Fee \$ 0

TOTAL FEE: \$ 378.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 378.00

Three Month Fee Per second (2nd) child \$ 359.10

Registration Fee \$ 0

TOTAL FEE: \$ 737.10

**MOST Sliding Fee Scale**

Note: Any exceptions to the sliding fee scale (i.e. for foster children, homeless children, multiple children, children with special needs, unusual family circumstances, etc.) must be approved by the Provider, and the approval, including an explanation, must be documented in the child's file. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. **Effective 2015/2016 School Year.**

After-school Weekly Fees per Child	Summer Weekly Fees per Child	Number of Family Members in Household			
		2	3	4	5+
0	0	0 to \$15,930	0 to \$20,090	0 to \$24,250	0 to \$28,410
		\$15,931 to \$18,876	\$20,091 to \$23,748	\$24,251 to \$28,620	\$28,411 to \$33,492
\$1.00	\$2.00	\$18,877 to \$21,236	\$23,749 to \$26,717	\$28,621 to \$32,198	\$33,493 to \$37,679
		\$21,237 to \$23,595	\$26,718 to \$29,685	\$32,199 to \$35,775	\$37,680 to \$41,865
\$2.00	\$4.00	\$23,596 to \$27,528	\$29,686 to \$34,633	\$35,776 to \$41,738	\$41,866 to \$48,843
		\$27,529 to \$29,101	\$34,634 to \$36,612	\$41,739 to \$44,123	\$48,844 to \$51,634
\$5.00	\$10.00	\$29,102 to \$31,460	\$36,613 to \$39,580	\$44,124 to \$47,700	\$51,635 to \$55,820
		\$31,461 to \$35,393	\$39,581 to \$44,528	\$47,701 to \$53,663	\$55,821 to \$62,798
\$7.00	\$14.00	\$35,394 to \$39,325	\$44,529 to \$49,475	\$53,664 to \$59,625	\$62,799 to \$69,775
		\$39,326 to \$43,258	\$49,476 to \$54,423	\$59,626 to \$65,588	\$69,776 to \$76,753
\$10.00	\$20.00	\$43,259 to \$47,190	\$54,424 to \$59,370	\$65,589 to \$71,550	\$76,754 to \$83,730
		\$47,191 to \$51,123	\$59,371 to \$64,318	\$71,551 to \$77,513	\$83,731 to \$90,708
\$15.00	\$30.00				
\$18.00	\$36.00				
\$21.00	\$42.00				
\$25.00	\$50.00				
\$30.00	\$60.00				
\$35.00	\$70.00				

Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist.

MOST Sliding Fee Scale
revised 15/16
/14/15

CHRISTINA G. SMITH COMMUNITY MENTAL HEALTH FOUNDATION

**Most Afterschool Sliding Fee Scale
Most Summer Programs & Nonschool Days
FOR NON-SCHOOL DAY FEES, SEE CSC'S RATES**

After School Weekly Fees	Non School Weekly Fees	Number of Family Members in Household					
		2	3	4	5	6	7+
0	See CSC's scale	0 to \$26,955	0 to \$33,874	0 to \$40,793	0 to \$47,712	0 to \$54,631	0 to \$61,560
\$5.00		\$26,956 to \$27,322					
\$10.00		\$27,323 to \$30,323	\$33,875 to \$34,284				
\$15.00		\$30,324 to \$33,324	\$34,285 to \$37,285	\$40,794 to \$41,256			
\$20.00		\$33,325 to \$37,325	\$37,286 to \$41,286	\$41,257 to \$45,257	\$47,713 to \$49,208		
\$25.00		\$37,326 to \$41,326	\$41,287 to \$45,287	\$45,258 to \$49,258	\$49,209 to \$53,209	\$54,632 to \$57,170	
\$30.00		\$41,327 to \$45,327	\$45,288 to \$49,288	\$49,259 to \$53,259	\$53,210 to \$57,210	\$57,171 to \$61,171	\$61,561 to \$65,980
\$35.00		\$45,328 to \$49,328	\$45,289 to \$53,289	\$53,260 to \$57,260	\$57,211 to \$61,211	\$61,172 to \$65,172	\$65,981 to \$69,981
\$40.00		\$49,329 to \$53,329	\$53,290 to \$57,290	\$57,261 to \$61,261	\$61,212 to \$65,212	\$65,173 to \$69,173	\$69,982 to \$73,982
\$45.00		\$53,330 to \$57,330	\$57,291 to \$61,291	\$61,262 to \$65,262	\$65,213 to \$69,213	\$69,174 to \$73,174	\$73,983 to \$77,983
\$50.00		Above \$57,330	Above \$65,291	Above \$65,262	Above \$69,213	Above \$73,174	Above \$77,983

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF WILTON MANORS
(hereinafter referred to as "VENDOR"),
whose principal place of business is
2020 Wilton Drive
Wilton Manors, Florida 33305

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 25, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both School Year, Before and After School Child Care and Non-School Day Programs for elementary schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees – Before and/or After School Child Care.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Fees for 2016-2017, for School Board operated programs shall be \$2.25 per hour. Fees for 2017-2018 shall be \$2.35 per hour, and 2018-2019 shall be \$2.50 per hour. VENDOR fee for 2016-2017 shall not exceed \$2.70 per hour, 2017-2018 shall not exceed \$2.82 per hour, and 2018-2019 shall not exceed \$3.00 per hour.

For a typical four (4) hour program, 180 days, and 6 early release days the cost shall not exceed per child:

- 2016 – 2017 \$1,976.00
- 2017 – 2018 \$2,064.00
- 2018 – 2019 \$2,196.00

The registration fee adopted by SBBC is \$25.00 per family.

VENDOR must offer a 5% discount for full time employees of SBBC. Free child care cannot be offered to any SBBC employee. VENDOR must provide families with multiple children a 5% discount for the second child or more in the program.

2.05 **Service Fees – Summer Programs and Non-School Days.** VENDOR has provided a fee schedule that will be used for parents requiring summer programs and non-school day services.

- Summer Camp – Registration Fee - \$20.00 per child, \$30.00 per family
- Summer Camp T-Shirt \$10.00. Field Trips cost varies.

- Full Day Weekly Fee – 1st Child @ \$80/week,
2nd Child @ \$70/week,
3rd Child @ \$60/week

Full Day Discount Package (Pay in full prior to the 1st day of camp)

7 Week Summer Camp 1st Child @ \$490
2nd Child @ \$420
3rd Child @ \$350

- Summer Camp – Part Time – 1st Child @ \$35/week
2nd Child @ \$32/week
3rd Child @ \$30/week

2.06 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize A. Oliveros Transportation (M/WBE firm), Certificate #7007-7130 to provide bus service on non-school days and summer field trips at thirty percent (30%) participation and Hero Solutions (M/WBE Firm) Certificate #7007-7135 to provide promotional items at one percent (1%) participation.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

With a Copy to: Bridgette Pierce, Program and Facility Supervisor
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

2.08 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

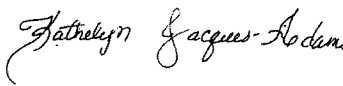
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District
of Broward County, Florida, ou=The Office of the
General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:52:41 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

CITY OF WILTON MANORS

ATTEST:

By *Gary Resnick*
Gary Resnick, Mayor

Kathryn Sims
Kathryn Sims, Secretary

Stacy Lee
Witness

Patricia Land
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28th day of July, 2016 by Gary Resnick, Mayor of City of Wilton Manors on behalf of the corporation/agency.

He is personally known to me or produced _____ as identification and did/did not first take an oath. _____ as Type of Identification

My Commission Expires:

Patricia A. Staples
Signature - Notary Public

Patricia A. Staples
Printed Name of Notary

(SEAL)



FF 083437
Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: City of Wilton Manors

After school child care for one (1) child – FREE LUNCH

Nine Month Fee Per Student	\$ <u>1,365.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>1,395.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,365.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,170.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,883.20</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>780.00</u>
Registration Fee	\$ <u>Waived if you attend aftercare</u>
TOTAL FEE:	\$ <u><u>780.00</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>780.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>780.00</u>
Registration Fee	\$ <u>Waived if you attend aftercare</u>
TOTAL FEE:	\$ <u><u>1,560.00</u></u>

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: City of Wilton Manors

After school child care for one (1) child – **REDUCED LUNCH RATE**

Nine Month Fee Per Student	\$ <u>1,560.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u>1,590.00</u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,560.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,365.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u>2,955.00</u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>780.00</u>
Registration Fee	\$ <u>Waived if you attend aftercare</u>
TOTAL FEE:	\$ <u>780.00</u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>780.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>780.00</u>
Registration Fee	\$ <u>Waived if you attend aftercare</u>
TOTAL FEE:	\$ <u>1,560.00</u>

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: City of Wilton Manors

After school child care for one (1) child – **REGULAR LUNCH RATE**

Nine Month Fee Per Student	\$ <u>1,833.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u>1,863.00</u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,863.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,638.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u>3,531.00</u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>780.00</u>
Registration Fee	\$ <u>Waived if you attend aftercare</u>
TOTAL FEE:	\$ <u>780.00</u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>780.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>780.00</u>
Registration Fee	\$ <u>Waived if you attend aftercare</u>
TOTAL FEE:	\$ <u>1,560.00</u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: City of Wilton Manors

Submit your cost schedule proposal with registration fee for this section:

Three Month Fee per child <u>\$160 per week x 10 weeks</u>	\$ <u>1,600.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>1,630.00</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child	\$ <u>1,600.00</u>
Three Month Fee Per second (2 nd) child	\$ <u>1,520.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,150.00</u></u>

Half (1/2) Day Program Cost

Three Month Fee per child	\$ <u>800.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>830.00</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child	\$ <u>800.00</u>
Three Month Fee Per second (2 nd) child	\$ <u>760.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>1,500.00</u></u>

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COMMUNITY AFTER SCHOOL, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
4900 Leitner Drive West
Coral Springs, Florida 33067

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 22, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Summer and Non-School Days programs for elementary and middle in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Before and After School Child Care Services

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

VENDOR's ten month fee per child is \$1,900 (which is \$2.63 per hour), paid monthly. Parents do not need to pay more than one month in advance of services. The registration fee is \$25.00 per family. There is no fee child care for any SBBC employee. VENDOR will provide a 5% discount for families with more than one child and SBBC employees.

VENDOR provides in-house scholarships for up to 15% of the children enrolled in each program. The funds to provide these scholarships will be offset by the programs full paying students. To qualify, the children need to be on free or reduced lunch through the school and in need of after care services. The discounts for these scholarships is 25-50% off the full tuition price. VENDOR also currently provides scholarships to 200 children that are funded through the Children's Services Council (CAS). These scholarships are given out on a first-come first served basis to those who meet their eligibility requirements. These fees can range anywhere between \$0 and \$126 (most families qualify for \$0) per month on CSC's sliding fee schedule.

Families with multiple children will receive a 5% discount for each child, after the first. The registration fee will be \$25 per family, regardless of how many children.

Summer Program and Non-School Day Services

VENDOR's program registration fee is \$25 per family. VENDOR's summer camp weekly fee will not exceed \$198 per week. A five percent (5%) discount for the second or more students in the program. An employee of the summer camp or non-school day program. Working 20 hours or more a week may receive a 50% discount for each child attending the program. Fee childcare cannot be offered to any SBBC employee.

At VENDOR's Children Services Council (CSC) sites, all children (approximately 450) are on scholarship, their fees are based on CSC's required sliding scale. Weekly fees range from \$0 to \$70 based on the family's income. At non CSC sites, VENDOR's weekly fees will be \$130 for the first child, \$120 for each additional child.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR has agreed to utilize CPR Training 2 Go (M/WBE firm) at 100% participation, Certificate #7007-7130 to provide First Aid and CPR training; Ohana Arts (M/WBE firm), Certificate #7007-6677 at 15% participation for cultural arts, and Global Recognition Enterprises (M/WBE firm) at 100% participation, Certificate #7007-6202 to provide trophies for Olympics and Color Wars.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Michael Skolnick – President
Community After School, Inc.
4900 West Leitner Drive
Coral Springs, FL 33067

With a Copy to: Yvette Ramon – Vice President
Community After School, Inc.
22516 Swordfish Drive
Boca Raton, FL 33428

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachment A** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or

become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:53:16 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

COMMUNITY AFTER SCHOOL, INC.

ATTEST:

By *Neil Hill*

_____, Secretary

-or-

Rosemary Cooper
Witness

Maria Mavetta
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5th day of July, 2016 by Michael Skolnic of

Community After School, Inc. Name of Person
Name of Corporation or Agency, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:
JODI ANTONOFF
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF079102
Expires 12/25/2017

(SEAL)

Jodi Antonoff
Signature - Notary Public

Jodi Antonoff
Printed Name of Notary

Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Community After School, Inc.

After school child care for one (1) child

Nine Month Fee Per Student \$ 1,900.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,925.00

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1st) child \$ 1,900.00

Nine Month Fee for second (2nd) child \$ 1,800.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 3,725.00

Before school child care for one (1) child

Nine Month Fee Per Student \$ 400.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 425.00

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1st) child \$ 400.00

Nine Month Fee for second (2nd) child \$ 360.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 785.00

Community After School, Inc.

In- house Sliding Scale Chart

- Our sliding scale will allot for 15% of students enrolled to be eligible for an in-house scholarship per site.

Regular Price 4 hour program	Free –Lunch 40% discount	Reduced Lunch 25% discount
190	114	142
Regular Price 3 hour program*	Free –Lunch 40%	Reduced Lunch 25%
142	85	106

***Pinewood Elementary is on extended day dismissal, school ends 3:00pm**

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Community After School, Inc.

Submit your cost schedule proposal with registration fee for this section-

Three Month Fee per child \$ 1,170.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,195.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,170.00

Three Month Fee Per second (2nd) child \$ 1,080.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 3,150.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ n/a

Registration Fee \$ n/a

TOTAL FEE: \$ n/a

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ n/a

Three Month Fee Per second (2nd) child \$ n/a

Registration Fee \$ n/a

TOTAL FEE:

\$ n/a
ATTACHMENT A



MOST Sliding Fee Scale

Note: Any exceptions to the sliding fee scale (i.e. for foster children, homeless children, multiple children, children with special needs, unusual family circumstances, etc.) must be approved by the Provider, and the approval, including an explanation, must be documented in the child's file. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. **Effective 2015/2016 School Year.**

After school Weekly Fees per Child	Summer Weekly Fees per Child	Number of Family Members in Household			
		2	3	4	5+
		0 to \$15,930	0 to \$20,090	0 to \$24,250	0 to \$28,410
0	0	\$15,931 to \$18,876	\$20,091 to \$23,748	\$24,251 to \$28,620	\$28,411 to \$33,492
\$1.00	\$2.00	\$18,877 to \$21,236	\$23,749 to \$26,717	\$28,621 to \$32,198	\$33,493 to \$37,679
\$2.00	\$4.00	\$21,237 to \$23,595	\$26,718 to \$29,685	\$32,199 to \$35,775	\$37,680 to \$41,865
\$5.00	\$10.00	\$23,596 to \$27,528	\$29,686 to \$34,633	\$35,776 to \$41,738	\$41,866 to \$48,843
\$7.00	\$14.00	\$27,529 to \$29,101	\$34,634 to \$36,612	\$41,739 to \$44,123	\$48,844 to \$51,634
\$10.00	\$20.00	\$29,102 to \$31,460	\$36,613 to \$39,580	\$44,124 to \$47,700	\$51,635 to \$55,820
\$15.00	\$30.00	\$31,461 to \$35,393	\$39,581 to \$44,528	\$47,701 to \$53,663	\$55,821 to \$62,798
\$18.00	\$36.00	\$35,394 to \$39,325	\$44,529 to \$49,475	\$53,664 to \$59,625	\$62,799 to \$69,775
\$21.00	\$42.00	\$39,326 to \$43,258	\$49,476 to \$54,423	\$59,626 to \$65,588	\$69,776 to \$76,753
\$25.00	\$50.00	\$43,259 to \$47,190	\$54,424 to \$59,370	\$65,589 to \$71,550	\$76,754 to \$83,730
\$30.00	\$60.00	\$47,191 to \$51,123	\$59,371 to \$64,318	\$71,551 to \$77,513	\$83,731 to \$90,708
\$35.00	\$70.00				

Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist.

MOST Sliding Fee Scale
Revised 15/16
7/14/15

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CROCKETT FOUNDATION, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
3129 N.W. 82nd Terrace
Cooper City, Florida 33024

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated March 1, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Summer and Non-School Day Programs for middle schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Before and After School Child Care Services and Summer and Non-School Day Programs

VENDOR is committed to offering free services to middle schoolers in communities experiencing disproportionate access to opportunities. There will be no registration fees required. VENDOR has been able to fulfill this commitment through funding from the United Way and the Community Foundation of Broward for Coding and School is Cool programs over the past three (3) years. In the 2016-2017 school year, VENDOR anticipates continuing this commitment to fee services through Children’s Services Council (CSC) Youth FORCE grant.

Due to VENDOR’s commitment for free teen services for the communities in the area of Deerfield Beach and Margate Middle Schools there will be no sliding scale. All students who qualify will be accepted into the program free of charge, provided that the program has not reached capacity. This will be consistent at all sites. There will be no monthly payment of additional fees charged.

There will be no fees charged to families. Multi-student families at the same location will be served free of cost as long as the program has not reached capacity.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize KVP Studios (M/WBE Vendor) Certificate #7007-6559 for photography and videography services and Leadership Dimensions International, LLC (M/WBE Vendor), Certificate #7007-7141 for leadership, coaching, team building and personal Empowerment Seminars.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Eileen LaMarca, Executive Director
Crockett Foundation, Inc.
3129 NW 82nd Terrace
Cooper City, FL 33024

2.08 Background Screening: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by

the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon

SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to

Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:
Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of Broward County, Florida, ou=The Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US
Date: 2016.06.30 15:54:13 -0400

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

CROCKETT FOUNDATION, INC.

ATTEST:

By [Signature]

Cileen M. Lamanca
Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of JULY, 2016 by HENRI W. CROCKETT of CROCKETT FOUNDATION, INC. on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath. _____ as _____ Type of Identification

My Commission Expires:

[Signature]
Signature – Notary Public

(SEAL)  CHARLES JOHN LAMARCA
MY COMMISSION # FF 162152
EXPIRES: September 22, 2018
Bonded Thru Budget Notary Services

CHARLES J. LAMARCA
Printed Name of Notary

FF 162152
Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Crocket Foundation, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>0</u>
Registration Fee	\$ <u>0</u>
TOTAL FEE:	\$ <u><u>0</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>0</u>
Nine Month Fee for second (2 nd) child	\$ <u>0</u>
Registration Fee	\$ <u>0</u>
TOTAL FEE:	\$ <u><u>0</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>0</u>
Registration Fee	\$ <u>0</u>
TOTAL FEE:	\$ <u><u>0</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>0</u>
Nine Month Fee for second (2 nd) child	\$ <u>0</u>
Registration Fee	\$ <u>0</u>
TOTAL FEE:	\$ <u><u>0</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Crocket Foundation, Inc.

Submit your cost schedule proposal with registration fee for this section:-

Three Month Fee per child \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 0

Three Month Fee Per second (2nd) child \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

Half (1/2) Day Program Cost

Three Month Fee per child \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 0

Three Month Fee Per second (2nd) child \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

HARMONY DEVELOPMENT CENTER, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
12233 SW 55th Street, Suite #801
Cooper City, Florida 33330

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 29, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Summer and Non-School Day Programs for middle schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Before and After School Child Care Services

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

Fees for 2016-2017 for School Board operated programs shall be \$2.25 per hour, 2017-2018 shall be \$2.35 per hour and 2018-2019 shall be \$2.50 per hour. VENDOR fee 2016-2017 shall not exceed \$2.70 per hour, 2017-2018 shall not exceed \$2.82 per hour and 2018-2019 shall not exceed \$3.00 per hour

Registration fee adopted by SBBC is \$25.00 per family.

Summer Program and Non-School Day Services

VENDOR's program registration fee is \$25 per family. VENDOR's summer camp weekly fee will not exceed \$198 per week. A five percent (5%) discount for the second or more students in the program. An employee of the summer camp or non-school day program. Working 20 hours or more a week may receive a 50% discount for each child attending the program. Fee childcare cannot be offered to any SBBC employee.

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before & After School Child Care The School Board of Broward County, Florida Rock Island Professional Development Center 2301 N 26th Street - Building One Fort Lauderdale, FL 33311
To VENDOR:	Myriam Campo-Goldman Harmony Development Center, Inc. 12333 SW 55 th Street, Suite 801 Cooper City, Florida 33330

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office of
the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:55:07 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

HARMONY DEVELOPMENT CENTER, INC.

ATTEST:

By *Jeppiaul Campo Goldman*

_____, Secretary

-or-

Catalina Peltow
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of July, 2016 by Myriam Campo Goldman of Harmony Development Center, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced known as identification and did/did not first take an oath. Type of Identification

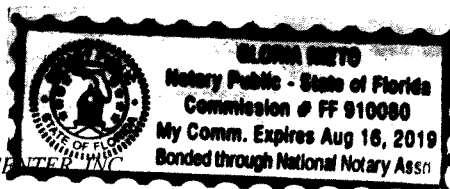
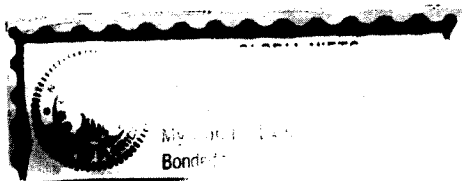
My Commission Expires:

[Signature]
Signature - Notary Public

Gloria Nieto
Printed Name of Notary

FF 910080
Notary's Commission No.

(SEAL)



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Harmony Development Center, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,976.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>2,001.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,976.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,877.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>3,878.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>N/A</u>
Nine Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Harmony Development Center, Inc.

Submit your cost schedule proposal with registration fee for this section-

Three Month Fee per child \$ 1,782.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,807.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,782.00

Three Month Fee Per second (2nd) child \$ 1,693.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 3,500.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ N/A

Registration Fee \$ N/A

TOTAL FEE: \$ N/A

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ N/A

Three Month Fee Per second (2nd) child \$ N/A

Registration Fee \$ N/A

TOTAL FEE: \$ N/A

ATTACHMENT A

SLIDING FEE SCALE

(Numbers 1-8 listed below total the number of family members in household including person served and dependents)

	DISC	DISC	DISC	DISC	DISC	DISC	DISC	DISC
	1	2	3	4	5	6	7	8
Income	\$16,245.00	\$21,855.00	\$27,465.00	\$33,075.00	\$38,685.00	\$44,295.00	\$49,905.00	\$55,515.00
****Discount	100%	100%	100%	100%	100%	100%	100%	100%
Maximum and minimum co-pay for discount listed above is \$3.00								
Income	\$17,869.50	\$24,040.50	\$30,211.50	\$36,382.50	\$42,553.50	\$48,724.50	\$54,895.50	\$61,066.50
Discount	96%	96%	96%	96%	96%	96%	96%	96%
Income	\$19,494.00	\$26,226.00	\$32,958.00	\$39,690.00	\$46,422.00	\$53,154.00	\$59,886.00	\$66,618.00
Discount	94%	94%	94%	94%	94%	94%	94%	94%
Income	\$21,118.50	\$28,411.50	\$35,704.50	\$42,997.50	\$50,290.50	\$57,583.50	\$64,876.50	\$72,169.50
Discount	89%	89%	89%	89%	89%	89%	89%	89%
Income	\$22,743.00	\$30,597.00	\$38,451.00	\$46,305.00	\$54,159.00	\$62,013.00	\$69,867.00	\$77,721.00
Discount	81%	81%	81%	81%	81%	81%	81%	81%
Income	\$24,367.50	\$32,782.50	\$41,197.50	\$49,612.50	\$58,027.50	\$66,442.50	\$74,857.50	\$83,272.50
Discount	70%	70%	70%	70%	70%	70%	70%	70%
Income	\$25,992.00	\$34,968.00	\$43,944.00	\$52,920.00	\$61,896.00	\$70,872.00	\$79,848.00	\$88,824.00
Discount	56%	56%	56%	56%	56%	56%	56%	56%
Income	\$27,616.50	\$37,153.50	\$46,690.50	\$56,227.50	\$65,764.50	\$75,301.50	\$84,838.50	\$94,375.50
Discount	39%	39%	39%	39%	39%	39%	39%	39%
Income	\$29,241.00	\$39,339.00	\$49,437.00	\$59,535.00	\$69,633.00	\$79,731.00	\$89,829.00	\$99,927.00
Discount	19%	19%	19%	19%	19%	19%	19%	19%
Income	\$30,865.00	\$41,524.50	\$52,183.50	\$62,842.50	\$73,501.50	\$84,160.50	\$94,819.50	\$105,478.50
Discount	10%	10%	10%	10%	10%	10%	10%	10%
Income	\$32,490.00	\$43,710.00	\$54,930.00	\$66,150.00	\$77,370.00	\$88,590.00	\$99,810.00	\$111,030.00
Discount	5%	5%	5%	5%	5%	5%	5%	5%

**** The Copay for this discount is \$3.00. The 100% discount added to the system will adjust the copay to \$3.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

HISPANIC UNITY OF FLORIDA, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
5840 Johnson Street
Hollywood, Florida 33021

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 26, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Summer and Non-School Day Programs for elementary, middle and high schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services and summer and non-school day programs. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Before and/or After School Child Care Services – School Year

VENDOR plans to charge a registration fee of \$25 per family per school year for our before/after school care program. As outlined below, the fee structure for this program meets the SBBC guidelines detailed above.

In 2016-2017, the monthly fees for each student are calculated based on a \$2.65 per hour rate, (\$2.77 per hour in 2017-2018 and \$2.95 per hour in 2018-2019) which do not exceed 20% of those adopted by SBBC. For a typical 4 hour program, 180 days and 6 early release days the cost for services (per child) will not exceed:

- \$1,939.80 in 2016-2017 (plus the \$25 registration fee)
- \$2,027.64 in 2017-2018 (plus the \$25 registration fee)
- \$2,159.40 in 2018-2019 (plus the \$25 registration fee)

Other key information:

- VENDOR will offer a 5% discount for full time employees of SBBC.
- VENDOR will provide families with multiple children a 5% discount for the second child or more in the program. See sliding fee structure.
- Free child care will not be offered to any SBBC employee.
- After school cost is based on 4 hours of service – families will pay based on hours of service
- Before school cost is based on 1 hour of service – families will pay based on hours of service
- If a child is registered in both BEFORE and AFTER child care the cost for services (for the first child for 180 days and 6 early release days) will not exceed \$1,964.80 in 2016-2017, which includes the registration fee.

Fees for VENDOR’s before/after school care program are applied using a sliding scale, based upon the family’s most recent federal tax return (1040). The term “family” applies to both husband and wife, even if filing separately.

All applicants will be placed in an income category (1 to 3—see chart below) based upon their family’s most recent federal tax return. The table below outlines the sliding scale fee and discount structure for the 2016-2017 school year. This information will be updated for the 2017-2018 and 2018-2019 school years.

Income Category	Income	# of children registered (hourly fee per child)			
		1	2	3	4
1	\$0 - \$9,999	\$2.35	\$2.20	\$1.00	\$0.50
2	\$10,000-\$24,999	\$2.45	\$2.30	\$1.50	\$1.00
3	\$25,000+	\$2.65	\$2.50	\$2.00	\$1.50

VENDOR is able to provide 10-15 scholarships (reduced fees) at each site and will fund the reduced rates by securing foundation grants and unrestricted funding.

VENDOR’s discount structure differs based on a family’s income category. The specific discount structure is outlined below:

Income Category	Hourly fee: 1 child	Discount: 2 children	Discount: 3 children	Discount: 4 children
1	\$2.35	\$0.15	\$1.20	\$0.50
2	\$2.45	\$0.15	\$0.80	\$0.50
3	\$2.65	\$0.15	\$0.50	\$0.50

Summer School and Non-School Day Programs

VENDOR plans to charge a registration fee of \$25 per family for our summer program. The fee structure for this program meets the SBBC guidelines detailed above. In 2016-2017, the weekly fee for each student is \$195.00.

Other key information:

- VENDOR will offer a 5% discount for full time employees of SBBC.
- VENDOR will provide families with multiple children a 5% discount for the second child or more in the program. See sliding fee structure.
- An employee of the summer camp, or non-school day program, working 20 hours or more a week, may receive a 50% discount for each child attending the program.
- Free child care will not be offered to any SBBC employee.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize DavidPhoto, Inc., (M/WBE Vendor), at 3% participation, Certificate #7007-6675 for photographers and cinematographers who will produce high definition videos, and Control Communications, Inc. (M/WBE Vendor), at 5% participation, Certificate #7007-4047, installation and service for portable radios.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Josie Bacallao, President & CEO
Hispanic Unity of Florida
5840 Johnson Street
Hollywood, Florida 33021

With a Copy to:

Felipe Pinzon, Senior Vice President of Strategy and Programs
Hispanic Unity of Florida
5840 Johnson Street
Hollywood, Florida 33021

2.08 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District
of Broward County, Florida, ou=The Office of the
General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:55:50 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

HISPANIC UNITY OF FLORIDA, INC.

ATTEST:

By [Signature]

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5 day of July, 2016 by Josie Bacallao of Hispanic Unity of Florida, Inc on behalf of the corporation/agency.

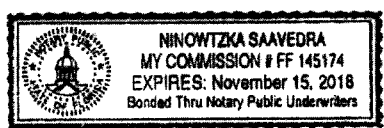
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Ninowtzka Saavedra
Printed Name of Notary

(SEAL)



FF145174
Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Hispanic Unity of Florida, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,939.80</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>1,964.80</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,939.80</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,830.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>3,794.80</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>477.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>502.00</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>477.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>450.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>952.00</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Hispanic Unity of Florida, Inc.

Submit your cost schedule proposal with registration fee for this section:-

Three Month Fee per child \$ 2,145.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 2,170.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 2,145.00

Three Month Fee Per second (2nd) child \$ 1,925.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 4,095.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ 1,375.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,400.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,375.00

Three Month Fee Per second (2nd) child \$ 1,100.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 2,500.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

OIC OF BROWARD COUNTY, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
3407 NW 9th Avenue, Suite 100
Oakland Park, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 28, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall providing both school year, Before and After School Child Care and Non-School Day Programs for middle and high schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services and summer and non-school day programs. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination

of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Director – Finance & Administration
OIC of South Florida
3407 NW 9th Avenue
Oakland Park, Florida 33309

With a Copy to: Director – Youth & Family Services
OIC of South Florida
3407 NW 9th Avenue
Oakland Park, Florida 33309

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party

additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and

employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

3.27 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

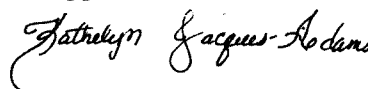
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Date: 2016.06.30 15:56:32 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

OIC OF BROWARD COUNTY, INC.

ATTEST:

By [Signature]

_____, Secretary

-or-

[Signature: O Khalsa]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Broward Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of July, 2016 by Newton Simon of OIC of South Florida Name of Person, on behalf of the corporation/agency. Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: Feb. 28, 2020

[Signature: Karyne Laurent]
Signature - Notary Public

Karyne Laurent
Printed Name of Notary

FF 961271
Notary's Commission No.

(SEAL)



Karyne Laurent
Commission # FF961271
Expires: February 28, 2020
Bonded thru Aaron Notary

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: OIC of Broward County, Inc.

After school child care for one (1) child

Nine Month Fee Per Student \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1st) child \$ 0.00

Nine Month Fee for second (2nd) child \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

Before school child care for one (1) child

Nine Month Fee Per Student \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1st) child \$ 0.00

Nine Month Fee for second (2nd) child \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: OIC of Broward County, Inc.

Submit your cost schedule proposal with registration fee for this section:

Three Month Fee per child \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 0.00

Three Month Fee Per second (2nd) child \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 0.00

Three Month Fee Per second (2nd) child \$ 0.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 0.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SAMUEL M. & HELENE SOREF, JEWISH COMMUNITY CENTER, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
6501 West Sunrise Boulevard
Fort Lauderdale, Florida 33313

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 26, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Summer and Non-School Day Programs for elementary schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Before and After School Child Care Services

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

The registration fee adopted by VENDOR will be \$30.00 per family. VENDOR will continue to offer a 5% discount for full time employees of SBBC. VENDOR will continue to provide families with multiple children a 5% discount for the second child or more in the program. VENDOR will not offer free child care to any SBBC employee.

Sliding Scale Structure

Scholarship Level	Annual Discount	Number of Family Members in Household			
		2	3	4	5
50%	\$988	\$18,000 or below	\$22,000 or below	\$26,000 or below	\$30,000 or below
25%	\$1,482	\$22,000 or below	\$26,000 or below	\$30,000 or below	\$34,000 or below

VENDOR will adhere to a specific sliding scale plan that is the same for all after school sites, excluding the chart which is a requirement of the Children’s Services Council grants

VENDOR will provide scholarships at each non-Children's Services Council site in the amount not to exceed 12% of each site's enrollment. For instance, a site with 100 students will provide up to 12 scholarships. VENDOR will always consider very special circumstances on an as needed basis.

At this time there are no additional fees charged to parents other than the fees listed in the Cost of Services criteria in the RFP.

Summer Program and Non-School Day Services

VENDOR's registration fee shall not exceed \$30.00 (per family) and will not exceed \$198.00 per week.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize Kidokinetics, Inc. (M/WBE Vendor) Certificate #7007-6583 with 100% participation to provide sports and fitness programs for children empowering them to become confident, disciplined and determined; Ohana Arts, Inc. (M/WBE Vendor) Certificate #7007-6677 for children's cultural arts programs with 100% participation, and Fascinations Imprinted Advertising Products (M/WBE Vendor) Certificate #7007-3995 for imprinted promotional products with 100% participation.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Samuel M. & Helene Soref Jewish Community Center, Inc.
6501 West Sunrise Blvd.
Fort Lauderdale, FL 33313

With a Copy to: Sharon Schwartz, Director of Elementary Services
Samuel M. & Helene Soref Jewish Community Center, Inc.
6501 West Sunrise Blvd.
Fort Lauderdale, FL 33313

2.08 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery

costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:57:14 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SAMUEL M. & HELENE SOREF, JEWISH
COMMUNITY CENTER, INC.

ATTEST:

By *[Signature]*
Donald Graw, Executive Director

_____, Secretary

-or-
[Signature]
Witness

[Signature]
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of
July, 2016 by _____ of

Samuel M & Helene Soref Jewish Community Center, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)

Nancy A. Tillman
Printed Name of Notary

FF209552
Notary's Commission No.



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians – 2016/2017

Proposer's Name: Samuel M & Helene Soref Jewish Community Center, Inc.

After school child care for one (1) child

Ten Month Fee Per Student	\$ <u>1,976.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>2,006.00</u></u>

After school child care family cost with two (2) students in same school

Ten Month Fee for first (1 st) child	\$ <u>1,976.00</u>
Ten Month Fee for second (2 nd) child	\$ <u>1,877.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,883.00</u></u>

Before school child care for one (1) child

Ten Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Ten Month Fee for first (1 st) child	\$ <u>N/A</u>
Ten Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians – 2017/2018

Proposer's Name: Samuel M & Helene Soref Jewish Community Center, Inc.

After school child care for one (1) child

Ten Month Fee Per Student	\$ <u>2,064.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>2,094.00</u></u>

After school child care family cost with two (2) students in same school

Ten Month Fee for first (1 st) child	\$ <u>2,064.00</u>
Ten Month Fee for second (2 nd) child	\$ <u>1,960.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>4,054.00</u></u>

Before school child care for one (1) child

Ten Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Ten Month Fee for first (1 st) child	\$ <u>N/A</u>
Ten Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians – 2018/2019

Proposer's Name: Samuel M & Helene Soref Jewish Community Center, Inc.

After school child care for one (1) child

Ten Month Fee Per Student	\$ <u>2,196.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>2,226.00</u></u>

After school child care family cost with two (2) students in same school

Ten Month Fee for first (1 st) child	\$ <u>2,196.00</u>
Ten Month Fee for second (2 nd) child	\$ <u>2,086.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>4,312.00</u></u>

Before school child care for one (1) child

Ten Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Ten Month Fee for first (1 st) child	\$ <u>N/A</u>
Ten Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Samuel M. & Helene Soref Jewish Community Center, Inc.

Submit your cost schedule proposal with registration fee for this section:

Three Month Fee per child	\$ <u>1,584.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>1,614.00</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child	\$ <u>1,584.00</u>
Three Month Fee Per second (2 nd) child	\$ <u>1,505.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,089.00</u></u>

Half (1/2) Day Program Cost

Three Month Fee per child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child	\$ <u>N/A</u>
Three Month Fee Per second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Summer Camps

VENDOR would be willing to provide a Summer Program at a Broward County School if requested by the Principal and Parents.

Cost Proposal
Summer Camps

Proposer's Name: Samuel M. & Helene Soref Jewish Community Center, Inc.

After school child care for (1) child

One Week Per Student	\$ <u>198.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>228.00</u></u>

After school child care family with two (2) students in same school

One Week Fee first (1 st) child	\$ <u>198.00</u>
One Week Fee for second (2 nd) child	\$ <u>188.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u><u>416.00</u></u>



MOST Sliding Fee Scale

Note: Any exceptions to the sliding fee scale (i.e. for foster children, homeless children, multiple children, children with special needs, unusual family circumstances, etc.) must be approved by the Provider, and the approval, including an explanation, must be documented in the child's file. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. **Effective 2015/2016 School Year.**

After-school Weekly Fees per Child	Summer Weekly Fees per Child	Number of Family Members in Household			
		2	3	4	5+
		0 to 0	0 to 0	0 to 0	0 to 0
\$0	\$0	\$15,930	\$20,090	\$24,250	\$28,410
		\$15,931 to \$18,876	\$20,091 to \$23,748	\$24,251 to \$28,620	\$28,411 to \$33,492
\$1.00	\$2.00	\$18,877 to \$21,236	\$23,749 to \$26,717	\$28,621 to \$32,198	\$33,493 to \$37,679
\$2.00	\$4.00	\$21,237 to \$23,595	\$26,718 to \$29,685	\$32,199 to \$35,775	\$37,680 to \$41,855
\$5.00	\$10.00	\$23,596 to \$27,528	\$29,686 to \$34,633	\$35,776 to \$41,738	\$41,856 to \$48,843
\$7.00	\$14.00	\$27,529 to \$29,101	\$34,634 to \$36,612	\$41,739 to \$44,123	\$48,844 to \$51,634
\$10.00	\$20.00	\$29,102 to \$31,460	\$36,613 to \$39,580	\$44,124 to \$47,700	\$51,635 to \$55,820
\$15.00	\$30.00	\$31,461 to \$35,393	\$39,581 to \$44,528	\$47,701 to \$53,663	\$55,821 to \$62,798
\$18.00	\$36.00	\$35,394 to \$39,325	\$44,529 to \$49,475	\$53,664 to \$59,625	\$62,799 to \$69,775
\$21.00	\$42.00	\$39,326 to \$43,258	\$49,476 to \$54,423	\$59,626 to \$65,588	\$69,776 to \$76,753
\$25.00	\$50.00	\$43,259 to \$47,191	\$54,424 to \$59,370	\$65,589 to \$71,550	\$76,754 to \$83,730
\$30.00	\$60.00	\$47,192 to \$51,123	\$59,371 to \$64,318	\$71,551 to \$77,513	\$83,731 to \$90,708
\$35.00	\$70.00	\$51,124 to ...	\$64,319 to ...	\$77,514 to ...	\$90,709 to ...

Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist.

MOST Sliding Fee Scale
 Revised 15/16
 7/14/15

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM**

(hereinafter referred to as "VENDOR"),
whose principal place of business is
3501 Johnson Street
Hollywood, Florida 33021

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 24, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Summer and Non-School Day Programs for middle schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services and summer and non-school day programs. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Before and After School Child Care Services

For a typical 4 hour 180 school day, and 6 early release days, the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

VENDOR shall adhere to the school district rate of \$2.25 /hour to alleviate the financial burden on parents and will charge a registration fee of \$15.00 per student or \$25.00 per family. Of this registration fee, \$15 will be forwarded to the BASCC Department to cover operational expenses.

Monthly fees for the after school program will be \$180 per student and any discounts will be applied based on this rate. Fees must be collected one month in advance of the program services and students must be enrolled for the entire week. The fee will be prorated for days that school is not in session. Students enrolled who are not in attendance every day or who miss a day because of illness or other reasons, must still pay for the entire week.

The maximum nine month fee per student is \$1,620 plus the \$15 registration fee.

Discount Structure

A 5% discount will be extended to all Broward County School employees whose children attend the aftercare program. For families with multiple children attending programs at the same location, a 5% discount will be given each additional child after the full rate is paid for the first child.

Additionally, a parent may request a fee waiver if their family qualifies for free or reduced price lunch program through the National School Lunch Program. A parent requesting a fee waiver must complete an application for and certify that adult supervision is not present in the home during after school program hours. Reduced rates will be applied in accordance with the sliding fee scale.

Sliding Fee Scale

VENDOR utilizes sliding fee scales for all medical, social, hospital and behavioral health Services to ensure that services are available to all residents, regardless of their ability to pay. The same principle applies to safeguarding and enhancing educational and cultural enrichment programs for children.

The sliding fee scale will be used for the after school program and it is designed to consider home income levels and family size.

Families documented to be at or below 100% and up to 199% of the federal guideline will receive 30% reduction in program fees. Families falling within 200 to 299% of the guidelines will receive a 20% discount and families within 300 to 400% will receive a 10% reduction in fees.

There will be 128 fully grant-funded slots for the after school program. Funding for these slots will be from grants secured from the Joe DiMaggio Children's Hospital Foundation.

Summer Program and Non-School Day Services

VENDOR will charge \$155/week per student for summer programs and a registration fee of \$15 per student or \$25 per family. Of this registration fee, \$15 will be forwarded to the BASCC Department to cover operational expenses. Fees must be collected one month in advance of program services and students must be enrolled for the entire week. Students enrolled who are not in attendance every day or who miss a day because of illness or other reasons, must still pay for the entire week.

The maximum three month fee per student is \$1,550 plus the \$15 registration fee.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize Taie, Inc. d/b/a Minuteman Press of Hollywood (M/WBE form), Certificate #7007-6112 at 8% participation to provide stationary, business cards and signage for programs and Gilly Vending, Inc. (M/WBE firm), Certificate #7007-2349 at 12% participation to provide healthy snacks to students in the programs.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: South Broward Hospital District
d/b/a Memorial Healthcare System
3111 Stirling Road
Fort Lauderdale, Florida 33312

With a Copy to: Timothy G Curtin, Director of Community Services
South Broward Hospital District
d/b/a Memorial Healthcare System
7031 Taft Street
Hollywood, Florida 33024

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:58:33 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

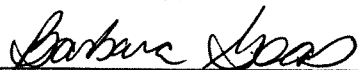
SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM

ATTEST:

By 

_____, Secretary

-or-


Witness


Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

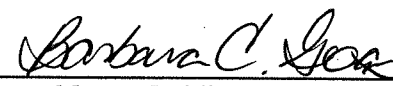
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of July, 2016 by Aurelio M. Ferrandez, III of South Broward Hospital District, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:


Signature - Notary Public

(SEAL)

Printed Name of Notary BARBARA E. GOAS
Notary Public - State of Florida
Commission # FF 901890
My Comm. Expires Aug 3, 2019
Bonded through National Notary Assn.

Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: South Broward Hospital District d/b/a Memorial Healthcare System

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,620.00</u>
Registration Fee	\$ <u>15.00</u>
TOTAL FEE:	\$ <u><u>1,635.00</u></u>

After school child care family cost with two (2) students in same school


Nine Month Fee for first (1 st) child	\$ <u>1,620.00</u>
Nine Month Fee for second (2 nd) child (\$1,620.00 x 95%)	\$ <u>1,539.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>3,184.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>N/A</u>
Nine Month Fee for second (2 nd) child	\$ <u>N/A</u>
Registration Fee	\$ <u>N/A</u>
TOTAL FEE:	\$ <u><u>N/A</u></u>

 Memorial Healthcare System Sliding Scale Fees (Effective 1/25/2016)				
Percentage of the Federal Poverty Level	100-199%	200-299%	300-399%	400% or higher
% of the Total Program Cost	70%	80%	90%	100%
Before & Afterschool Program	\$1,134	\$1,296	\$1,458	\$1,620
Summer Program				
Percentage of the Federal Poverty Level	100-199%	200-299%	300-399%	400% or higher
% of the Total Program Cost	70%	80%	90%	100%
Summer Program	\$1,085	\$1,240	\$1,385	\$1,550
<p>Scholarships: MHS has 128 fully grant-funded slots for youth at Gulfstream Middle School attending afterschool program and summer. MHS will fund the scholarships with grant funding from the Joe DiMaggio Children's Hospital Foundation.</p>				
<p>Monthly Payment Schedule: Payments are due on the 1st of every month. If the 1st of the month falls on a Saturday, Sunday or holiday, payment is due on the following Monday.</p>				
<p>Additional Fees: Registration is paid annually and is \$15/student and \$25/family for afterschool and summer programs. Field trips costs are additional and will vary.</p>				

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: South Broward Hospital District d/b/a Memorial Healthcare System

Submit your cost schedule proposal with registration fee for this section:-

Three Month Fee per child	(10 weeks x \$155/week)	\$ <u>1,550.00</u>
Registration Fee		\$ <u>15.00</u>
TOTAL FEE:		\$ <u><u>1,565.00</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child		\$ <u>1,550.00</u>
Three Month Fee Per second (2 nd) child	(\$1,550.00 X 95%)	\$ <u>1,472.50</u>
Registration Fee		\$ <u>25.00</u>
TOTAL FEE:		\$ <u><u>3,047.50</u></u>

Half (1/2) Day Program Cost

Three Month Fee per child		\$ <u>775.00</u>
Registration Fee		\$ <u>25.00</u>
TOTAL FEE:		\$ <u><u>800.00</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child		\$ <u>775.00</u>
Three Month Fee Per second (2 nd) child	(\$775.00 X 95%)	\$ <u>736.25</u>
Registration Fee		\$ <u>25.00</u>
TOTAL FEE:		\$ <u><u>1,536.25</u></u>

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SUNSHINE AFTER SCHOOL CARE, INC.

(hereinafter referred to as “VENDOR”),
whose principal place of business is
7900 Peters Road, Suite B-101
Plantation, Florida 33324

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as “RFP”), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 17, 2016 (hereinafter referred to as “Proposal”) which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Non-School Day Programs for elementary and middle schools in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC. The registration fee of \$30.00 is consistent with the 20% allowable overage for private providers.

Before and/or After School Child Care Program

VENDOR's yearly registration fee is \$25 for one child and \$30 for a family.

VENDOR shall not exceed 20% of those fees adopted by SBBC.

VENDOR fully understands the hourly fee schedule as described in the RFP. VENDOR's fees will not exceed \$2.70 per hour for the 2016-2017 school year, \$2.82 per hour for the 2017-2018 school year, and \$3.00 per hour for the 2018-2019 school year.

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

VENDOR's Payment Fee Schedule is divided into 10 Pay Periods dividing the 180 school days into 18 actual school days including Early Release Days. See Sliding Fee Schedule and Discount Structure.

VENDOR offers a 5% discount for siblings and full time employees of SBBC.

SBBC employees working at the school location receive a one hour after school care fee to provide child care during their actual contractual hours. VENDOR does not offer "free" child care to any SBBC employee.

Summer and Non-School Day Programs

VENDOR's summer registration fee is \$25.00 for one child and \$30.00 for a family.

VENDOR's summer camp does not exceed the allowable \$198.00 per week of those fees adopted by SBBC. To date, VENDOR has never charged the full allowable rate of the RFP for summer and non-school days or exceeded the SBBC weekly rate of \$165.00.

VENDOR offers a 5% discount for siblings and full time employees of SBBC.

VENDOR's summer camp or non-school day employee working 20 hours or more a week may receive up to a 50% discount for each of their own children registered and attending VENDOR's program. VENDOR does not offer "free" child care to any SBBC employee.

VENDOR will remit to BASCC department \$15.00 for every student attending VENDOR's summer camp to cover the cost of the facility safety check. VENDOR understands this is lieu of having a child care license in the summer.

2.05 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize Maranata School Bus Service Corp. (M/WBE firm), Certificate #7007-6924, at 100% participation, to provide transportation services year round.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of the entity listed above. Utilizing any entity other than the one listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Colleen M. Gulla,
Sunshine After School Care, Inc.
7900 Peters Road, Suite B101
Plantation, FL 33324

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 15:59:13 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SUNSHINE AFTER SCHOOL CARE, INC.

ATTEST:

By Colleen Gulla *President*

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th day of July, 2016 by Colleen Gulla of Sunshine After School Child on behalf of the corporation/agency. care, Inc.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Marisa Liona
Signature – Notary Public

Marisa Liona
Printed Name of Notary

(SEAL)

FF171917
Notary's Commission No.



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Sunshine After School Child Care, Inc. (Elementary School)

After school child care for one (1) child

Nine Month Fee Per Student	<u>\$ 1,976.00</u>
Registration Fee	<u>\$ 25.00</u>
TOTAL FEE:	<u><u>\$ 2,001.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	<u>\$ 1,976.00</u>
Nine Month Fee for second (2 nd) child	<u>\$ 1,877.00</u>
Registration Fee	<u>\$ 30.00</u>
TOTAL FEE:	<u><u>\$ 3,883.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	<u>\$ 486.00</u>
Registration Fee	<u>\$ 25.00</u>
TOTAL FEE:	<u><u>\$ 511.00</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	<u>\$ 486.00</u>
Nine Month Fee for second (2 nd) child	<u>\$ 461.00</u>
Registration Fee	<u>\$ 30.00</u>
TOTAL FEE:	<u><u>\$ 977.00</u></u>

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: Sunshine After School Child Care, Inc. (Middle School)

After school child care for one (1) child

Nine Month Fee Per Student	<u>\$ 1,247.00</u>
Registration Fee	<u>\$ 25.00</u>
TOTAL FEE:	<u><u>\$ 1,272.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	<u>\$ 1,247.00</u>
Nine Month Fee for second (2 nd) child	<u>\$ 1,184.00</u>
Registration Fee	<u>\$ 30.00</u>
TOTAL FEE:	<u><u>\$ 2,461.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	<u>\$ 972.00</u>
Registration Fee	<u>\$ 25.00</u>
TOTAL FEE:	<u><u>\$ 997.00</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	<u>\$ 972.00</u>
Nine Month Fee for second (2 nd) child	<u>\$ 923.00</u>
Registration Fee	<u>\$ 30.00</u>
TOTAL FEE:	<u><u>\$ 1,925.00</u></u>



MOST Sliding Fee Scale

Note: Any exceptions to the sliding fee scale (i.e. for foster children, homeless children, multiple children, children with special needs, unusual family circumstances, etc.) must be approved by the Provider, and the approval, including an explanation, must be documented in the child's file. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. Effective 2015/2016 School Year.

Area of Income with respect to Children		Number of Children in Home		Number of Family Members in Household	
18 day period		2	3	4	5+
		0 to \$15,930	0 to \$20,090	0 to \$24,250	0 to \$28,410
A	\$3.60	\$15,931 to \$18,876	\$20,091 to \$23,748	\$24,251 to \$28,620	\$28,411 to \$33,492
B	\$1.00	\$2.00			
C	\$7.20	\$2.00	\$4.00		
D	\$18.00	\$5.00	\$10.00		
E	\$25.20	\$7.00	\$14.00		
F	\$36.00	\$10.00	\$20.00		
G	\$54.00	\$15.00	\$30.00		
H	\$64.80	\$18.00	\$36.00		
I	\$75.60	\$21.00	\$42.00		
J	\$90.00	\$25.00	\$50.00		
K	\$108.00	\$30.00	\$60.00		
L	\$126.00	\$35.00	\$70.00		

Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist.

MOST Sliding Fee Scale
Revised 15/16
7/14/15

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Sunshine After School Child Care, Inc.

Submit your cost schedule proposal with registration fee for this section:

Three Month Fee per child	\$ <u>1,980.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>2,005.00</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child	\$ <u>1,980.00</u>
Three Month Fee Per second (2 nd) child	\$ <u>1,881.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>3,891.00</u></u>

Half (1/2) Day Program Cost

Three Month Fee per child	\$ <u>1,080.00</u>
Registration Fee	\$ <u>25.00</u>
TOTAL FEE:	\$ <u><u>1,105.00</u></u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child	\$ <u>1,080.00</u>
Three Month Fee Per second (2 nd) child	\$ <u>1,026.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u><u>2,136.00</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: Sunshine After School Child Care, Inc. (Non-School Days) (Per Day)

Submit your cost schedule proposal with registration fee for this section-

Three Month Fee per child (Daily Fee)	\$ <u>30.00</u>
Registration Fee	\$ <u>0.00</u>
TOTAL FEE:	\$ <u>30.00</u>

Family Cost with two (2) students in same school

Three Month Fee for first (1 st) child (Daily Fee)	\$ <u>30.00</u>
Three Month Fee Per second (2 nd) child (Daily Fee)	\$ <u>27.00</u>
Registration Fee	\$ <u>0.00</u>
TOTAL FEE:	\$ <u>57.00</u>

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**UNITED CEREBRAL PALSY OF BROWARD, PALM BEACH
AND MID-COAST COUNTIES, INC**
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3117 SW 13th Court
Fort Lauderdale, Florida 33312

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 29, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **August 31, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Non-School Day Programs for elementary, middle, high schools and exceptional student centers in all areas. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Before and/or After School Child Care Services

VENDOR's programs are funded in large part by the Children's Services Council (CSC) of Broward County. At this time 18 out of 19 families at Bright Horizons are taking advantage of discounted fees for Aftercare. The sliding fee schedule is provided to us by CSC. This is not applicable for the STEP Program.

Registration fees are \$12 per child and \$18 for two or more children. VENDOR offers a 40% reduction for multiple children within the same family. This is not applicable for the STEP Program.

Summer and Non-School Day Programs

United Cerebral Palsy's Afterschool/Summer Camp Programs are funded in large part by the Children's Service Council of Broward County. The number of reduced fees given at Bright Horizons is 18 out of 19.

VENDOR is using the sliding fee scale provided by Children's Service Council.

Below is a chart for Summer or Full Day program for families with 1, 2 and 3 or more children. Specific payments will be determined by the Sliding Scale provided by Children's Service Council.

One Child	\$0-\$70 per week
2 nd Child – 40% Discount	\$0-\$42 per week
3 rd Child or more – 40% Discount	\$0-\$42 per week

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC’s objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR’s Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR’s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR’s payees pursuant to this Agreement. VENDOR’s Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR’s Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR’s Records Defined.** For the purposes of this Agreement, the term “VENDOR’s Records” shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC’s agent or authorized representative shall have access to VENDOR’s Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC’s agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before & After School Child Care
The School Board of Broward County, Florida
Rock Island Professional Development Center
2301 N 26th Street - Building One
Fort Lauderdale, FL 33311

To VENDOR: Pat Murphy, Executive Director
United Cerebral Palsy of Broward, Palm Beach and
Mid-Coast Counties, Inc.
3117 SW 13th Court
Fort Lauderdale, FL 33312

With a Copy to: Jill Reipsa, Director of After School Programs
United Cerebral Palsy of Broward, Palm Beach and
Mid-Coast Counties, Inc.
3117 SW 13th Court
Fort Lauderdale, FL 33312

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of Broward County, Florida, ou=The Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US
Date: 2016.06.30 16:00:11 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

UNITED CEREBRAL PALSY OF BROWARD,
PALM BEACH AND MID-COAST COUNTIES, INC

ATTEST:

By Patricia Murphy

_____, Secretary

Patricia Murphy
-or-

Witness

Patricia Murphy

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5 day of
July, 2016 by Patricia Murphy of
UCPA of Broward, PB & Mid-Coast Counties Inc Name of Person
Counties Inc, on behalf of the corporation/agency.
Name of Corporation or Agency

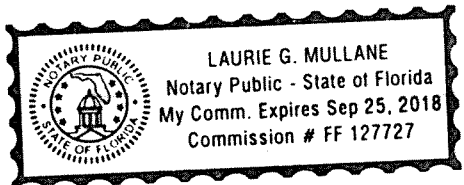
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 9/25/18

Laurie G. Mullane
Signature - Notary Public

Laurie G. Mullane
Printed Name of Notary

(SEAL)



FF 127727
Notary's Commission No.

Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties, Inc.

After school child care for one (1) child

Nine Month Fee Per Student \$ 0 – 1,260.00

Registration Fee \$ 12.00

TOTAL FEE: \$ 12 - \$1,272.00
See sliding fee scale

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1st) child \$ 0 – 1,260.00

Nine Month Fee for second (2nd) child \$ 0 – 756.00

Registration Fee \$ 18.00 for both

TOTAL FEE: \$ 9.00 – 2,025.00
See sliding fee scale

Before school child care for one (1) child

Nine Month Fee Per Student \$ N/A

Registration Fee \$ N/A

TOTAL FEE: \$ N/A

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1st) child \$ N/A

Nine Month Fee for second (2nd) child \$ N/A

Registration Fee \$ N/A

TOTAL FEE: \$ N/A

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: After School Programs, Inc.

Submit your cost schedule proposal with registration fee for this section:

Three Month Fee per child \$ 0 - 630.00

Registration Fee \$ 12.00

TOTAL FEE: \$ 12 - 642.00
See sliding fee scale

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 0 - 630.00
See sliding fee scale

Three Month Fee Per second (2nd) child \$ 0 - 378.00

Registration Fee \$ 18.00 for both

TOTAL FEE: \$ 18 - 1,026.00
See sliding fee scale

Half (1/2) Day Program Cost

Three Month Fee per child \$ 0 - 315.00
See sliding fee scale

Registration Fee \$ 12.00

TOTAL FEE: \$ 12 - 327.00
See sliding fee scale

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 0 - 315.00
See sliding fee scale

Three Month Fee Per second (2nd) child \$ 0 - 189.00

Registration Fee \$ 18.00 for both

TOTAL FEE: \$ 1,500.00
See sliding fee scale



MOST Sliding Fee Scale

Note: Any exceptions to the sliding fee scale (i.e. for foster children, homeless children, multiple children, children with special needs, unusual family circumstances, etc.) must be approved by the Provider, and the approval, including an explanation, must be documented in the child's file. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. Effective 2016/2016 School Year.

Antischool Week per Child	Summer Weekdays per Child	Number of Family Members in Household			
		2	3	4	5+
		0 to \$15,930	0 to \$20,090	0 to \$24,250	0 to \$28,410
\$1.00	\$2.00	\$15,931 to \$18,876	\$20,091 to \$23,748	\$24,251 to \$28,620	\$28,411 to \$33,492
\$2.00	\$4.00	\$18,877 to \$21,236	\$23,749 to \$26,717	\$28,621 to \$32,199	\$33,493 to \$37,679
\$5.00	\$10.00	\$21,237 to \$23,595	\$26,718 to \$29,895	\$32,199 to \$35,775	\$37,680 to \$41,865
\$7.00	\$14.00	\$23,596 to \$27,528	\$29,896 to \$34,633	\$35,776 to \$41,738	\$41,866 to \$48,843
\$10.00	\$20.00	\$27,529 to \$29,101	\$34,634 to \$36,612	\$41,739 to \$44,123	\$48,844 to \$51,634
\$15.00	\$30.00	\$29,102 to \$31,460	\$36,613 to \$39,580	\$44,124 to \$47,700	\$51,635 to \$55,820
\$18.00	\$36.00	\$31,461 to \$35,393	\$39,581 to \$44,528	\$47,701 to \$53,663	\$55,821 to \$62,798
\$21.00	\$42.00	\$35,394 to \$39,325	\$44,529 to \$49,475	\$53,664 to \$59,625	\$62,799 to \$69,775
\$25.00	\$50.00	\$39,326 to \$43,258	\$49,476 to \$54,423	\$59,626 to \$65,588	\$69,776 to \$76,753
\$30.00	\$60.00	\$43,259 to \$47,190	\$54,424 to \$59,370	\$65,589 to \$71,550	\$76,754 to \$83,730
\$35.00	\$70.00	\$47,191 to \$51,123	\$59,371 to \$64,318	\$71,551 to \$77,513	\$83,731 to \$90,708

Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist.

MOST Sliding Fee Scale
Revised 15/16
7/14/15

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
900 SE 3rd Avenue
Fort Lauderdale, Florida 33316

WHEREAS, SBBC issued a Request for Proposal identified as RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers (hereinafter referred to as "RFP"), dated February 4, 2016 and amended by Addendum No. 2, dated February 25, 2016, and Addendum No. 1, dated February 19, 2016 all of which are incorporated by reference herein, for the purpose of receiving proposals for before and/or after school child care, summer and non-school day programs.

WHEREAS, VENDOR offered a proposal dated February 25, 2016 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 1, 2016** and conclude on **September 30, 2019**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers
- Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Types of Services Offered.** VENDOR shall provide both school year, Before and After School Child Care and Non-School Day Programs for elementary, middle, high and Exceptional Student Centers in all areas. VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 **Service Fees.** VENDOR has provided a fee schedule (See **Attachment A – Cost Proposal**) that will be used for parents requiring before and after school child care services. VENDOR cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

Before and/or After School Child Care Program

VENDOR charges a \$45.00 weekly fee for aftercare and \$15.00 weekly before care. VENDOR offers scholarships to families who meet the Federal Poverty Level criteria, which is typically 85% of the student enrollment in the program. Some children qualify for full scholarship due to special situations such as homelessness, foster care or other extenuating circumstances. The total cost per child for VENDOR afterschool services will not exceed \$1,755 per child and \$585 for before care, not including registration fees during the 9-month period before after school services are offered. A program registration fee of \$27 (families with multiple children will pay no more than \$27) is charged to families who can afford it. This holds their place for the after school and assists with some administration costs involved in the registration process.

A late pick-up fee of \$10 per child for every 15 minutes (or increments thereof) will be charged upon pick-up.

If a late payment is received, a \$5 daily re-registration fee will be charged. If payment is not received by the second week after payment is due, parents must pay the full registration fee of \$27.

Sliding Scale Structure

VENDOR receives a majority of funding from Children’s Services Council (CSC) to serve almost 3,600 children in over 49 sites. The scholarships can be transferred from one site to another based on enrollment. The sites must be pre-approved by CSC.

The aftercare scholarship sliding scale is as low as zero dollars up to \$45.00 a week, using this scale ensures that families eligible for free and reduced lunch (185% of the Federal Poverty level) will receive an appropriate fee. Families with incomes that exceed the chart amount are not the appropriate target population for CSC services unless special circumstances exist.

Any exceptions to the sliding fee scale for foster children, homeless children, multiple children, children with special needs usual family circumstances must be approved by VENDOR’s executive staff.

In **Attachment A**, there are two sliding fee scales: one for the CSC which applies to a majority of students in the program, and the second is for all other children and programs.

Discount Structure

The following are the discount structures for the before and after school programs:

AFTER CARE DISCOUNT STRUCTURE

\$11.00 a week	Teacher students working at the school (Can only stay one hour only)
5% Off	Teacher students working at school attending 2:00 – 6:00 PM
25% Off	Y part time employee discount
50% Off	Y full time employee discount
5%	Families with multiple children receive a 5% discount for the second or more children in the program.
\$27.00 registration fee	Per family

BEFORE CARE DISCOUNT STRUCTURE

50% Off	Discount for siblings attending the program. (First sibling will pay full price and any additional siblings will be 50% off. <i>DEERFIELD PARK ELEMENTARY ONLY</i>)
\$5.00 Off	\$15.00/week for Before care only. If student is attending both Before and After care then \$10.00/week for Before care.

Summer and Non-School Day Programs

The summer registration fee is \$145 per week. The program offers scholarships to families who meet the Federal Poverty Level criteria, which is typically 85% of the VENDOR's enrollment. Some children qualify for full scholarship due to special situations such as homelessness, foster care or other extenuating circumstances. The total cost per child for VENDOR program, not including registration, will not exceed \$1,305 per child during the nine (9) week summer period. A program registration fee of \$18 (families with multiple children will pay no more than \$18) is charged to families who can afford it. This holds their place for the after school and assists with some administration costs involved in the registration process.

Registration, Hourly Fee Plus Discount Structure

The first child is full fee and the additional child/children will receive a 5% discount. Scholarship recipients will adhere to the sliding fee scale. VENDOR shall offer scholarships to families who meet the Federal Poverty Level criteria, which is typically 85% of our enrollment. Some children qualify for full scholarship due to special situations which as homelessness, foster care or other extenuating circumstances. The registration fee of \$18.00 and the weekly camp fee is \$145 per week. Scholarships are available for low-income families with children with special needs. VENDOR's weekly fee is \$20 per week below SBBC's fee of \$165 per week or \$180 below the full SBBC rate of \$1,485.

A late pick-up fee of \$10 per child for every 15 minutes (or increments thereof) will be charged upon pick-up.

If a late payment is received, a \$5 daily re-registration fee will be charged. If payment is not received by the second week after payment is due, parents must pay the full registration fee of \$18.

SUMMER DISCOUNT STRUCTURE

5%	Families with multiple children receive a 5% discount for the second or more students in the program.
5%	For full-time employee of SBBC
25% Off	Y part time employee discount
50% Off	Y full time employee discount
\$18 registration fee	Per family

For example, a family with three children attending the full summer program, the full fees with discounts would be as follows. The family would only have to pay \$18 one-time for registering the whole family.

Child	Discount	Three month fee
1 st Child	None	\$1,305.00
2 nd Child	5%	\$1,239.75
3 rd Child	5%	\$1,239.75

2.05 **Operational Fees.** Refer to **Attachment B – Operational Fees.**

2.06 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall utilize A. Oliveros Transportation (M/WBE firm), Certificate #7007-7130, at approximately 25% participation, to provide transportation services year round. The total cost of transportation for the programs is a minimum of \$95,000.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of the entity listed above. Utilizing any entity other than the one listed, will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before & After School Child Care (BASCC) The School Board of Broward County, Florida Rock Island Professional Development Center 2301 N 26th Street - Building One Fort Lauderdale, FL 33311
To VENDOR:	Sheryl A. Woods, President/CEO YMCA of Broward County, Inc. 900 SE 3 rd Avenue Fort Lauderdale, Florida 33316

With a Copy to: Christopher Knox, Vice President of Youth
Children's Advocacy YMCA Family Center
900 SE 3rd Avenue
Fort Lauderdale, Florida 33316

2.08 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A and B** are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.29 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.30 16:00:50 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTH FLORIDA, INC.

ATTEST:

By [Signature]

_____, Secretary

[Signature]
Witness

Kimberly Bitner
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

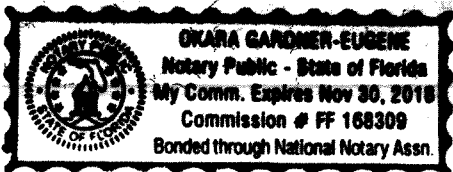
The foregoing instrument was acknowledged before me this 8 day of June, 2016 by Mark A. Russell of Young Men's Christian Association of South Florida, Inc.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 11/30/2018

[Signature]
Signature - Notary Public
Okara Gardner-Eugene
Printed Name of Notary
FF 168309
Notary's Commission No.

(SEAL)



Cost Proposal
for
Before and/or After School Child Care Fees Paid by Parents/Guardians

Proposer's Name: YMCA of South Florida, Inc.

After school child care for one (1) child

Nine Month Fee Per Student	\$ <u>1,755.00</u>
Registration Fee	\$ <u>27.00</u>
TOTAL FEE:	\$ <u><u>1,782.00</u></u>

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>1,755.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,667.25</u>
Registration Fee	\$ <u>27.00</u>
TOTAL FEE:	\$ <u><u>3,883.00</u></u>

Before school child care for one (1) child

Nine Month Fee Per Student	\$ <u>585.00</u>
Registration Fee	\$ <u>27.00</u>
TOTAL FEE:	\$ <u><u>612.00</u></u>

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1 st) child	\$ <u>585.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>555.75</u>
Registration Fee	\$ <u>27.00</u>
TOTAL FEE:	\$ <u><u>1,167.75</u></u>

Cost Proposal
for
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

Proposer's Name: YMCA

Submit your cost schedule proposal with registration fee for this section-

Three Month Fee per child \$ 1,305.00

Registration Fee \$ 18.00

TOTAL FEE: \$ 1,323.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,305.00

Three Month Fee Per second (2nd) child \$ 1,239.75

Registration Fee \$ 18.00

TOTAL FEE: \$ 2,562.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ 1,305.00

Registration Fee \$ 18.00

TOTAL FEE: \$ 1,323.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,305.00

Three Month Fee Per second (2nd) child \$ 1,239.75

Registration Fee \$ 18.00

TOTAL FEE: \$ 2,562.00

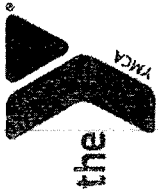
**MOST Sliding Fee Scale**

Note: Any exceptions to the sliding fee scale (i.e. for foster children, homeless children, multiple children, children with special needs, unusual family circumstances, etc.) must be approved by the Provider, and the approval, including an explanation, must be documented in the child's file. Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist. **Effective 2015/2016 School Year.**

Afterschool Weekly Fees per Child	Summer Weekly Fees per Child	Number of Family Members in Household			
		2	3	4	5+
0	0	0 to \$15,930	0 to \$20,090	0 to \$24,250	0 to \$28,410
		\$15,931 to \$18,876	\$20,091 to \$23,748	\$24,251 to \$28,620	\$28,411 to \$33,492
\$1.00	\$2.00	\$18,877 to \$21,236	\$23,749 to \$26,717	\$28,621 to \$32,198	\$33,493 to \$37,679
\$2.00	\$4.00	\$21,237 to \$23,595	\$26,718 to \$29,685	\$32,199 to \$35,775	\$37,680 to \$41,865
\$5.00	\$10.00	\$23,596 to \$27,528	\$29,686 to \$34,633	\$35,776 to \$41,738	\$41,866 to \$48,843
\$7.00	\$14.00	\$27,529 to \$29,101	\$34,634 to \$36,612	\$41,739 to \$44,123	\$48,844 to \$51,634
\$10.00	\$20.00	\$29,102 to \$31,460	\$36,613 to \$39,580	\$44,124 to \$47,700	\$51,635 to \$55,820
\$15.00	\$30.00	\$31,461 to \$35,393	\$39,581 to \$44,528	\$47,701 to \$53,663	\$55,821 to \$62,798
\$18.00	\$36.00	\$35,394 to \$39,325	\$44,529 to \$49,475	\$53,664 to \$59,625	\$62,799 to \$69,775
\$21.00	\$42.00	\$39,326 to \$43,258	\$49,476 to \$54,423	\$59,626 to \$65,588	\$69,776 to \$76,753
\$25.00	\$50.00	\$43,259 to \$47,190	\$54,424 to \$59,370	\$65,589 to \$71,550	\$76,754 to \$83,730
\$30.00	\$60.00	\$47,191 to \$51,123	\$59,371 to \$64,318	\$71,551 to \$77,513	\$83,731 to \$90,708
\$35.00	\$70.00				

Families with incomes that exceed chart amounts are not the appropriate target population for CSC services under this RFP, unless special circumstances exist.

MOST Sliding Fee Scale
Revised 15/16
7/14/15



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**YMCAs OF SOUTH FLORIDA
FINANCIAL ASSISTANCE SCALE**

HOUSEHOLD FAMILY MEMBERS						
	1	2	3	4	5	6+
GROSS INCOME	FEE REDUCTION					
\$0 - \$12,000	50%	50%	50%	50%	50%	50%
\$12,000 - \$17,000	40%	50%	50%	50%	50%	50%
\$17,001 - \$22,000	30%	40%	50%	50%	50%	50%
\$22,001 - \$27,000	20%	30%	40%	50%	50%	50%
\$27,001 - \$32,000	10%	20%	30%	40%	50%	50%
\$32,001 - \$37,000	10%	10%	20%	20%	40%	50%
\$37,001 - \$42,000	10%	10%	20%	20%	30%	40%
\$42,001 - \$45,000	0%	10%	10%	20%	30%	40%
\$45,001 - \$50,000	0%	10%	10%	10%	30%	30%
\$50,001 - \$60,000	0%	0%	10%	10%	20%	20%
All Financial Assistance Recipients Pay a Percentage of the Membership & Program Fee.						
Program + Camp Financial Assistance	Maximum of 30%					
Membership Financial Assistance	Maximum of 50%					
Assistance is granted on an annual basis. Recipient must re-apply using updated records.						
Financial Assistance does not apply to Personal or Group Training						
<i>Exceptions to the Financial Assistance scale must be approved by the Executive Director</i>						

The YMCA of South Florida, Inc. - Page 401

February 2015

**Before and After School Child Care, Summer Programs and Non-School Days
Operational Fee**

In lieu of paying a lease at each school, VENDOR agrees to pay a consumable fee, facility usage fee and a percentage of the gross collected. VENDOR agrees to complete the facility usage agreement for each fiscal year. VENDOR understands that during the term of the Agreement, SBBC reserves the right to revise percentage charged and exempted conditions to this fee. Any changes set forth at this time will be considered part of the RFP. VENDOR further understands that if it so chooses to increase the rate charged, offer discounts or incentives, it must be across-the-board for all schools to which VENDOR offers the same services.

Summer Programs:

VENDOR shall remit to the School ten percent (10%) and to SBBC five percent (5%) of the gross revenues generated from these services by the 15th of each month for services provided the previous month. If security is required for a location, VENDOR agrees to cover the security cost. VENDOR shall also cover the cost of consumable items under SBBC Policy 1341 -- Use of Broward County School Facilities for Non-School Purposes.

VENDOR shall submit to the BASCC department, \$15 for all students attending the program by July 15, covering all registered students attending the program by July 1, every summer. Since Child Care Licensing is not required for a summer program, this fee will cover the cost of a facility safety check each summer for each location operated by the VENDOR.

For programs specifically designed to only service Special Needs and students of a program funded by Children's Services Council (CSC), VENDOR shall follow School Board Policy 1341 for consumable items and pay the maximum of \$500 to use the school location for the summer. This would be Monday-Thursday with Friday being closed and considered a non-school day, unless the District decides to open on Fridays.

If 100% of the program is CSC funded or city funded, VENDOR shall follow School Board Policy 1341 for consumable items and pay the maximum of \$500 to use the school location. This would be Monday-Thursday with Friday being closed and considered a non-school day, unless the District decides to open on Fridays.

If there is a Broward County city sponsored program with an RFP, the city shall pay 10% of the fees collected to the school and the city shall follow School Board Policy 1341 for consumable items, to include paying the maximum of \$500 to use the location during the summer program. This would be Monday-Thursday with Friday being closed and considered a non-school day, unless the District decides to open on Fridays.

For students in the program, not funded with CSC grant dollars, and it is a CSC school, VENDOR understands that it will still be assessed the 10% revenue collected for the school.

ATTACHMENT B

For non-school days (teacher planning or Winter/Spring break) when the District is open and custodian is present:

VENDOR shall remit to the school ten percent (10%) and to SBBC five percent (5%) of the gross revenues generated from these services by the 15th of each month for services provided the previous month. If security is required, VENDOR shall cover the cost.

For programs specifically design to only service Special Needs, students of a program funded by CSC, or a city with an RFP, shall pay only 10% charged for fees collected. If 100% of the program is CSC funded or city sponsored, VENDOR agrees to pay 10% charged for fees collected and VENDOR agrees to follow School Board Policy 1341 for consumable items and pay a maximum of \$500 to use the school location for the program for each day the facility is open.

Students in the program, not funded with CSC grant dollars and it is a CSC school, VENDOR understands that it will be assessed the 10% of revenue collected for students who are not part of the scholarship.

For days the District is closed (holidays and Fridays during the summer):

VENDOR shall remit to the school ten percent (10%) and to SBBC five percent (5%) of the gross revenues generated from these services by the 15th of each month for services provided the previous month. This amount includes CSC funded programs. In addition, VENDOR agrees to pay \$500 to use the school location for their program each day the District is closed.

For programs specifically design to only service Special Needs, students of a program funded by CSC, or a city with an RFP, shall pay only 10% charged for fees collected. If 100% of the program is CSC funded or city sponsored, VENDOR agrees to pay 10% charged for fees collected and VENDOR agrees to follow School Board Policy 1341 for consumable items and pay a maximum of \$500 to use the school location for the program for each day the facility is open.

VENDOR understands for a program to be open, when the District is closed a minimum of 100 students must be attendance, that the school may have multiple vendors using the location to ensure personnel costs are covered, and that SBBC may elect not to open a school if under enrollment becomes a financial burden to SBBC.

VENDOR further understands that the minimum number of student for a summer program does not apply to special need clusters or centers and summer camp cost not include opening a school on Fridays. Opening on Fridays would be an additional cost per Friday.