

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

E-3.

MEETING DATE

Aug 16 2016 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

E. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes☒ No

Time

Open Agenda

☐ Yes☒ No

TITLE:

Recommendation of \$500,000 or Less - 17-004V - Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs On-Site for Elementary, Middle, High and Exceptional School Children Centers

REQUESTED ACTION:

Approve the recommendation to award for the above Request for Proposal. Contract Term: September 1, 2016, through August 31, 2019, 3 Years; User Department: Before & After School Child Care; Award Amount: None; Awarded Vendor(s): 17 Vendors; Minority/Women Business Enterprise Vendor(s): None See Supporting Docs for continuation of Requested Action.

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida, received seventeen (17) proposals from non-profit firms that provide before and/or after school child care, summer and non-school day programs on-site for elementary, middle, high, and exceptional school children centers. Two (2) proposals for the summer and non-school day programs did not meet a minimum score of 70 points.

A copy of the bid documents are available online at:

http://www.broward.k12.fl.us/supply/agenda/17-004V_Eligibility_for_Offering_Before_and_AfterSchool_ChildCare.pdf

Copies of all supporting documents are available at the Board members' office on the 14th floor of the K.C. Wright Administration Center and available online via the Broward County Public Schools eAgenda at: <https://webappe.browardschools.com/eagenda>

These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District. All programs administered through the Before & After School Care programs are funded by parents.

EXHIBITS: (List)

(1) Continuation of Requested Action (2) Executive Summary (3) Agreements-17-ONLINE (4) Recommendation Tabulation (5) MWBE Participation (6) Supplier Evaluations-14

BOARD ACTION:**APPROVED**

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Deborah Gavilan

Phone: 754-321-3330

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**Senior Leader & Title**

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

8/8/2016, 11:15:48 AM

Approved In Open
Board Meeting On:

AUG 16 2016

By:

School Board Chair

Electronic Signature

Form #4189 Revised 07/16
RWR/ MLW/MCC/DG:ch

Recommendation of \$500,000 or Less

17-004V – Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs On-Site for Elementary, Middle, High and Exceptional School Children Centers

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CONTINUATION OF REQUESTED ACTION

Achievement and Rehabilitation Centers, Inc., d/b/a ARC of Broward

After School Programs, Inc.

After School Programs-South, Inc.

Believe to Achieve ASP Corp.

Center for Hearing & Communication, Inc.

Christina G. Smith Community Mental Health Foundation, Inc.

City of Wilton Manors

Community After School, Inc.

Crockett Foundation, Inc.

Harmony Development Center, Inc.

Hispanic Unity of Florida, Inc.

OIC of Broward County, Inc.

Samuel M. and Helene Soref, Jewish Community Center, Inc.

South Broward Hospital District d/b/a Memorial Healthcare System

Sunshine After School Care, Inc.

United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties, Inc.

Young Men's Christian Association of South Florida, Inc.

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Less

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

The School Board of Broward County, Florida, (SBBC) received from non-profit charitable providers of child care services, proposals for eligibility for offering before and/or after school child care, summer and non-school day program services on-site for elementary, middle, high, and exceptional school children centers for three (3) consecutive school years commencing 2016 through 2019 and continuing through year 2019. Each consecutive school year is defined as the beginning of the calendar school year through the end of the summer programs school year. All programs, hours, and dates shall be determined by each location. For the purpose of the Request for Proposal (RFP), an elementary school will include pre-school and early childhood students. SBBC reserves the right to change the summer work schedule. If the work schedule is altered, notice of the change will be given to providers sixty (60) days prior to the start of the summer calendar, allowing providers adequate time to prepare.

The mission of the District's Before and After School Child Care, Summer, and Non-School Day programs is to provide students with: 1) An inclusive child care program which is safe and nurturing, in a comfortable environment; 2) A cultural enriching program that promotes the physical intellectual, emotional, and social development of each child; and 3) A program that meets the highest quality of child care standards.

There are two (2) parts to the RFP. The first part was for services offered for before and after school programs. The second part was for summer and non-school day programs. Each part was evaluated separately and distinct from the other. Recommendations for award were made to providers which met all requirements of the RFP and received seventy (70) points or higher during the evaluation process.

Currently, there are over 22,000 children being served in 193 before and after school child care programs and locations with summer camp programs. Programs at elementary, middle, high schools, and centers are either operated by the school or a private provider. The school principal, in collaboration with the school parents, before and after care parents, and School Advisory Committee, will select the provider for the school.

A multiple award will be made in order to provide a pool of qualified providers. All student fees are to be collected by and paid directly to the provider by the parent or guardian. Only providers approved by this contract as a qualified provider will be authorized to offer services. SBBC reserves the right to have the Office of the Chief Auditor audit providers' fee collection procedures, fee schedules, and all records i.e., financial, attendance, at any time, if it is in the best interest of the District to do so.

SBBC reserves the right to limit or increase the pool of providers to provide the services included in the RFP each subsequent year (anniversary date) of the term of this contract, if deemed necessary by SBBC. The proposals will be evaluated by an evaluation committee to determine their eligibility under the terms and conditions of this RFP. Subject to School Board approval, additional providers will be approved and added to the pool of eligible child care providers. Regardless as to the year a provider is added to the pool of eligible providers to this RFP, all awards will be terminated at the end of the calendar school year 2019, unless the contract is renewed for additional years.

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Each provider shall be responsible, during the term of the contract, to make sure all personnel employed under this contract are properly badged with a SBBC issued identification badge. Each provider shall be responsible, during the term of the contract, to make sure insurance certificates are current and updated with the District's Risk Management department. Failure to properly badge employees or keep insurance certificates current for this contract shall result in the provider being found in default of their contract.

Contract term will be from September 1, 2016, and continuing through September 30, 2019. The term of the contract may, by mutual agreement between SBBC and the awardee, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board.

Prices offered shall remain firm through the length of the contract. A request for price adjustment may be submitted thirty (30) days prior to the first renewal date of the contract. If a price increase is approved after the first renewal date, then that price must remain firm for the two (2) remaining years of the contract. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve (12) months of the anniversary date, but shall not exceed three (3) percent per adjustment. The CPI will not be seasonally adjusted. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

Before and After School Child Care (BASCC) provided a Board Workshop on January 26, 2016, prior to the release of RFP 17-004V. Private providers of child care operate typical fee based programs or Children's Services Council (CSC) funded programs. Funding provided by CSC may only be issued to private providers. The students attending these programs receive additional academic and social emotional learning assistance. CSC also provides funding to service special needs students, dropout prevention for middle schools, and job study programs in the high schools. BASCC programs do not receive any federal funding from Title I to provide services.

At the workshop, we presented the changes to fees based on comparisons across the state and the increase of supply cost. Charges for after care services has not been increased for over ten (10) years. With the increase programs would be able to also increase staff pay rates per hour, thus decreasing staff turnover.

Fees charged to families will be increased incrementally over the next three (3) years:

- Year one, \$2.70 per hour
- Year two, \$2.82 per hour
- Year three, \$3.00 per hour

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During the workshop, it was presented that the BASCC *Quality Standards Committee* developed twenty-nine (29) Quality Standards for all BASCC programs. The primary reference used to develop the standards was the National Afterschool Association (NAA) Standards of Quality Care.

The Quality Standards Needs Assessments (QSNA) occurs once a year for a typical program, operating 180 school days, for at least two (2) hours a day.

Previous programs only receive one (1) visit a year. Now the programs receive an additional visit called the "Facility Safety Check." A safety check was developed directly from the safety tool to enhance and maintain the quality throughout the year.

Programs which are not a typical program, but still fall under the RFP, receive two (2) "Facility Safety Checks." Private consultants are hired to conduct both types of evaluations. This data is used to drive the BASCC continuous quality improvement in all programs. Results are distributed to the school site administrator, program supervisors, private providers, and area directors.

The QSNA also drives the principal incentive called "Broward Out-Of-School Time or BOOST." The bonus is based on the score received from the QSNA.

Finally, the BASCC department will be providing a data management system for all providers. The system will enable the District to have an accurate count of students at schools, how many special needs students, and will provide the CSC with more accurate data.

If a provider is unable to obtain a license for years three (3) and four (4), a Broward County Public Schools department or another provider will be offered the option to provide services.

Under RFP 17-004V, providers also applied to provide a summer program following all requirements under the before and after school child care guidelines. Ratios must be maintained, staff fingerprinted, badges on all employees, and maintain a safe environment. One facility safety check will be provided to ensure the safety of the program.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of August, 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 53rd 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.

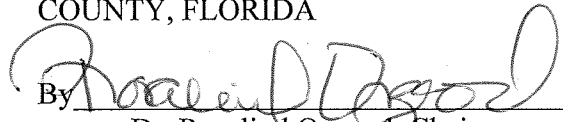
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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 15:49:48 -04'00'

Office of the General Counsel

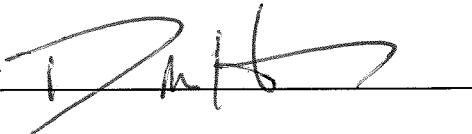
FOR VENDOR

(Corporate Seal)

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

ATTEST:

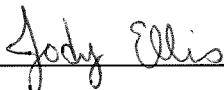
By



_____, 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

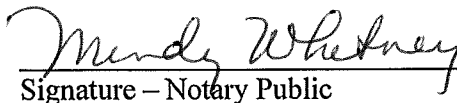
Broward

The foregoing instrument was acknowledged before me this 1st day of
July, 20 16 by Dennis Haas of

Name of Person
Achievement and Rehabilitation Centers, 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:

7/27/19

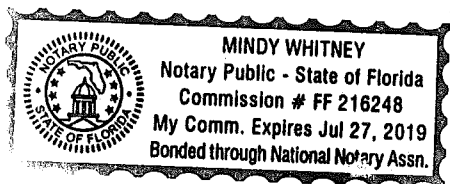


Signature – Notary Public

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 \$ 1,260.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,285.00

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

Nine Month Fee for first (1st) child \$ 1,260.00

Nine Month Fee for second (2nd) child \$ 1,197.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 2,482.00

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
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

Afterschool 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

THIS AGREEMENT is made and entered into as of this 16th day of August, 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, 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.

2.05 **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 when outsourcing transportation needs.

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.

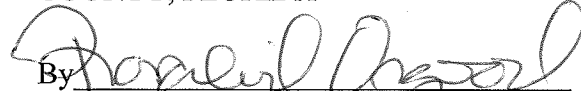
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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

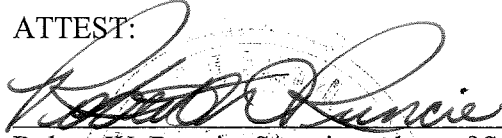
FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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 15:48:14 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

AFTER SCHOOL PROGRAMS, 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 12 day of July, 2016 by David Waneke of

Name of Person

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

Name of Corporation or Agency

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

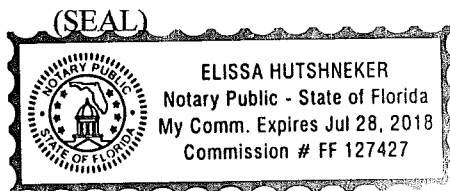
Type of Identification

My Commission Expires:

Signature – Notary Public

Elissa Hutshneker
Printed Name of Notary

FF 127427
Notary's Commission No.



ATTACHMENT A

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 \$ 1,976.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,006.00

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

Nine Month Fee for first (1st) child \$ 1,976.00

Nine Month Fee for second (2nd) child \$ 1,877.20

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,883.20

Before school child care for one (1) child

Nine Month Fee Per Student \$ 486.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 516.00

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

Nine Month Fee for first (1st) child \$ 486.00

Nine Month Fee for second (2nd) child \$ 461.70

Registration Fee \$ 30.00

TOTAL FEE: \$ 977.70

ATTACHMENT 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 \$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 16th day of August, 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.

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.

2.05 **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 when outsourcing transportation needs.

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

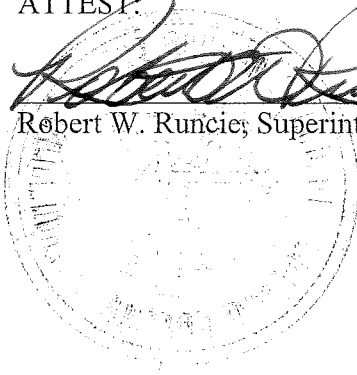
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

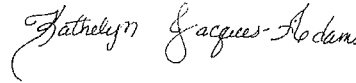
By 
Dr. Rosalind Osgood, Chair

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 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, 2014 by David Wolnek of

Name of Person

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

Name of Corporation or 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]

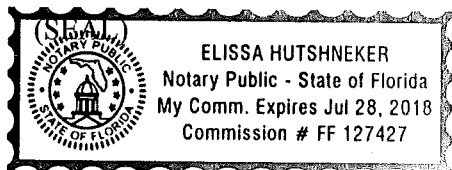
Signature – Notary Public

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 \$ 1,976.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,006.00

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

Nine Month Fee for first (1st) child \$ 1,976.00

Nine Month Fee for second (2nd) child \$ 1,877.20

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,883.20

Before school child care for one (1) child

Nine Month Fee Per Student \$ 486.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 516.00

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

Nine Month Fee for first (1st) child \$ 486.00

Nine Month Fee for second (2nd) child \$ 461.70

Registration Fee \$ 30.00

TOTAL FEE: \$ 977.70

ATTACHMENT 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 \$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 16th day of August, 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.

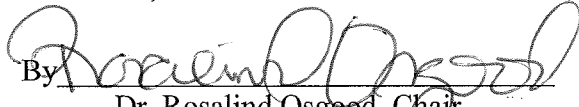
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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


FOR SBBC

(Corporate Seal)

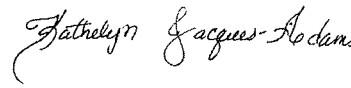
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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 15:51:19 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

BELIEVE TO ACHIEVE ASP CORP

ATTEST:

By Danica Harvey

[Signature], Secretary

Witness GUSTAVO A. HERRERA

Witness JAVIER PINS

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 DANICA LAURENCE HARVEY of

Name of Person

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

Name of Corporation or Agency

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

Type of Identification

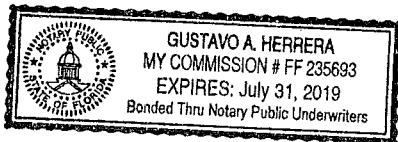
My Commission Expires:

07/31/2019

[Signature]
Signature – Notary Public

GUSTAVO A. HERRERA
Printed Name of Notary

(SEAL)



FF235693
Notary's Commission No.

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 \$ 1,922.40

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,952.40

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

Nine Month Fee for first (1st) child \$ 1,922.40

Nine Month Fee for second (2nd) child \$ 1,826.28

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,778.68

Before school child care for one (1) child

Nine Month Fee Per Student \$ 720.90

Registration Fee \$ 30.00

TOTAL FEE: \$ 750.90

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

Nine Month Fee for first (1st) child \$ 720.90

Nine Month Fee for second (2nd) child \$ 684.85

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,435.75

AGREEMENT

THIS AGREEMENT is made and entered into as of this 10th day of August, 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.

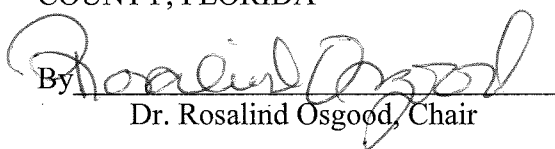
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


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: 2016.07.14 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

Name of Person

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)

Sonda Rollo
Signature – Notary Public

Sonda 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
		to	to	to	to
0	0	\$15,930	\$20,090	\$24,250	\$28,410
		\$15,931	\$20,091	\$24,251	\$28,411
		to	to	to	to
\$1.00	\$2.00	\$18,876	\$23,748	\$28,620	\$33,492
		\$18,877	\$23,749	\$28,621	\$33,493
		to	to	to	to
\$2.00	\$4.00	\$21,236	\$26,717	\$32,198	\$37,879
		\$21,237	\$26,718	\$32,199	\$37,880
		to	to	to	to
\$5.00	\$10.00	\$23,595	\$29,685	\$36,775	\$41,865
		\$23,596	\$29,686	\$36,776	\$41,866
		to	to	to	to
\$7.00	\$14.00	\$27,528	\$34,633	\$41,738	\$48,843
		\$27,529	\$34,634	\$41,739	\$48,844
		to	to	to	to
\$10.00	\$20.00	\$29,101	\$36,612	\$44,123	\$51,634
		\$29,102	\$36,613	\$44,124	\$51,635
		to	to	to	to
\$15.00	\$30.00	\$31,480	\$38,580	\$47,700	\$55,820
		\$31,481	\$38,581	\$47,701	\$55,821
		to	to	to	to
\$18.00	\$36.00	\$35,393	\$44,628	\$53,663	\$62,798
		\$35,394	\$44,629	\$53,664	\$62,799
		to	to	to	to
\$21.00	\$42.00	\$39,325	\$49,475	\$59,625	\$69,775
		\$39,326	\$49,476	\$59,626	\$69,776
		to	to	to	to
\$25.00	\$50.00	\$43,259	\$54,423	\$65,588	\$76,753
		\$43,259	\$54,424	\$65,589	\$76,754
		to	to	to	to
\$30.00	\$60.00	\$47,190	\$59,370	\$71,550	\$83,730
		\$47,191	\$59,371	\$71,551	\$83,731
		to	to	to	to
\$35.00	\$70.00	\$51,123	\$64,318	\$77,513	\$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
7/14/16

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of August, 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 Lavalley, 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.

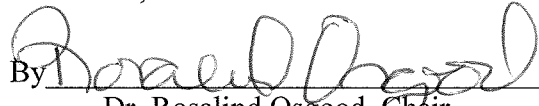
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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 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-

Michael Thompson
Witness

Joan C. K.
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 Laddie 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

Miriam Linares
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 \$ 1,260.00

Registration Fee \$ 0

TOTAL FEE: \$ 1,260.00

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

Nine Month Fee for first (1st) child \$ 1,260.00

Nine Month Fee for second (2nd) child \$ 1,197.00

Registration Fee \$ 0

TOTAL FEE: \$ 2,457.00

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: 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.**

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

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 16th day of August, 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

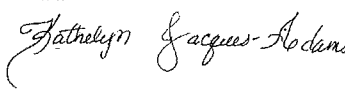
ATTEST:


Robert W. Runcie, Superintendent of Schools

By


Dr. Rosalind Osgood, Chair

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)

ATTEST:

Kathryn Sims
Kathryn Sims, Secretary

-or-
Patricia A. Staples
Witness
Patricia A. Staples
Witness

CITY OF WILTON MANORS

By Gary Resnick
Gary Resnick, Mayor

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.
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:

Patricia A. Staples
Signature – Notary Public

Patricia A. Staples
Printed Name of Notary

(SEAL)



FF083437
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 \$ 1,365.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,395.00

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

Nine Month Fee for first (1st) child \$ 1,365.00

Nine Month Fee for second (2nd) child \$ 1,170.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,883.20

Before school child care for one (1) child

Nine Month Fee Per Student \$ 780.00

Registration Fee \$ Waived if you attend aftercare

TOTAL FEE: \$ 780.00

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

Nine Month Fee for first (1st) child \$ 780.00

Nine Month Fee for second (2nd) child \$ 780.00

Registration Fee \$ Waived if you attend aftercare

TOTAL FEE: \$ 1,560.00

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 \$ 1,560.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,590.00

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

Nine Month Fee for first (1st) child \$ 1,560.00

Nine Month Fee for second (2nd) child \$ 1,365.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,955.00

Before school child care for one (1) child

Nine Month Fee Per Student \$ 780.00

Registration Fee \$ Waived if you attend aftercare

TOTAL FEE: \$ 780.00

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

Nine Month Fee for first (1st) child \$ 780.00

Nine Month Fee for second (2nd) child \$ 780.00

Registration Fee \$ Waived if you attend aftercare

TOTAL FEE: \$ 1,560.00

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 \$ 1,833.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,863.00

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

Nine Month Fee for first (1st) child \$ 1,863.00

Nine Month Fee for second (2nd) child \$ 1,638.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,531.00

Before school child care for one (1) child

Nine Month Fee Per Student \$ 780.00

Registration Fee \$ Waived if you attend aftercare

TOTAL FEE: \$ 780.00

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

Nine Month Fee for first (1st) child \$ 780.00

Nine Month Fee for second (2nd) child \$ 780.00

Registration Fee \$ Waived if you attend aftercare

TOTAL FEE: \$ 1,560.00

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 \$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 16th day of August, 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.

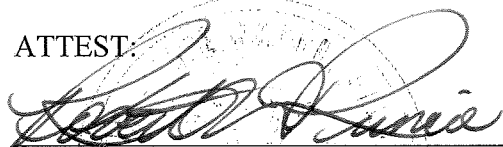
FOR SBBC

(Corporate Seal)

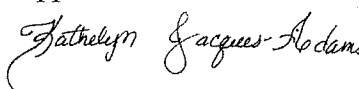
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



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 *Phil Miller*

_____, Secretary

-or-

Rosanne Coates
Witness

Maria Maletta
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 Skolnick of

Community After School, Inc. 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:



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.**

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

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of August, 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.

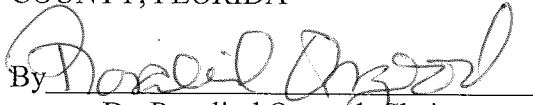
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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


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 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

CROCKETT FOUNDATION, INC.

Cileen M. Lamanca
_____, Secretary

By

[Signature]

-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

Name of Person
CROCKETT FOUNDATION, 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)



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 \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

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

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

Nine Month Fee for second (2nd) child \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

Before school child care for one (1) child

Nine Month Fee Per Student \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

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

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

Nine Month Fee for second (2nd) child \$ 0

Registration Fee \$ 0

TOTAL FEE: \$ 0

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 16th day of August, 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.

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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 55th 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.

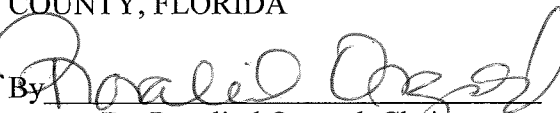
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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

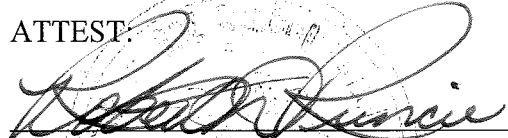
FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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 15:55:07 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

HARMONY DEVELOPMENT CENTER, INC.

By *Myriam Campo Goldman*

_____, Secretary

-or-

Cecilia Pichon
Witness

Al [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.
Name of Person
Name of Corporation or 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:

Gloria Nieto
Signature – Notary Public

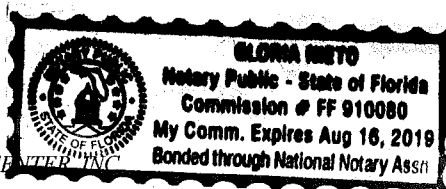
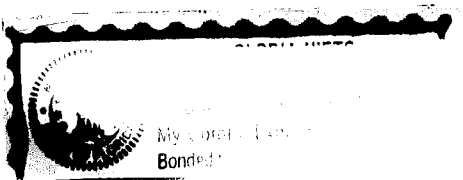
Gloria Nieto

Printed Name of Notary

(SEAL)

FF 910080

Notary's Commission No.



ATTACHMENT A

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 \$ 1,976.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 2,001.00

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

Nine Month Fee for first (1st) child \$ 1,976.00

Nine Month Fee for second (2nd) child \$ 1,877.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 3,878.00

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

ATTACHMENT A

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 16th day of August, 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

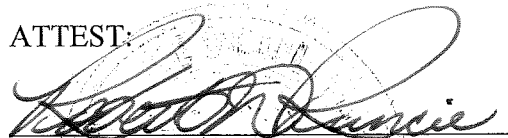
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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 15:55:50 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

HISPANIC UNITY OF FLORIDA, 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 5 day of July, 2016 by Josie Bacallao of Hispanic Unity of Florida, Inc
Name of Person
Name of Corporation or Agency

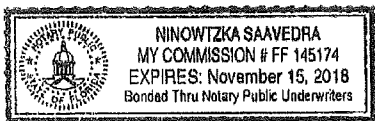
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Ninowtzka Saavedra
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 16th day of August, 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.

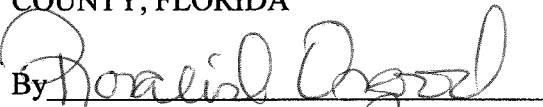
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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 15:56:32 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

OIC OF BROWARD COUNTY, INC.

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

COUNTY OF

The foregoing instrument was acknowledged before me this 20 day of July, 2016 by Newton Saxon of OIC of South Florida, 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: Feb. 28, 2020

Signature – Notary Public

Printed Name of Notary

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 10th day of August, 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.

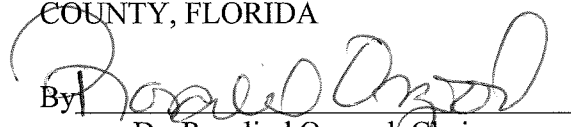
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

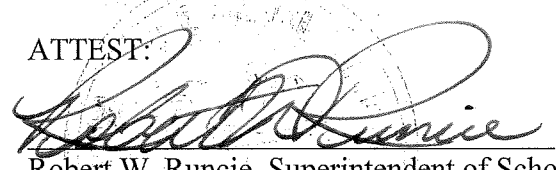
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Dr. Rosalind Osgood, Chair

ATTEST:

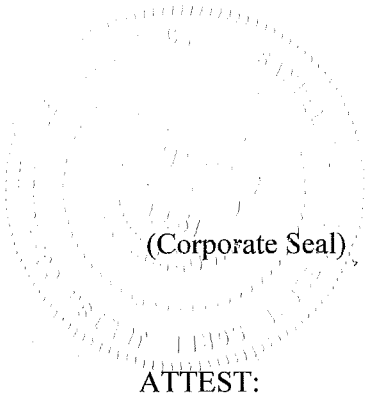

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



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

SAMUEL M. & HELENE SOREF, JEWISH
COMMUNITY CENTER, INC.

ATTEST:

By *Donald Graw*
Donald Graw, Executive Director

_____, Secretary

-or-
Trent Stempel
Witness

Rockelle Zensky
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

Name of Person

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:

Nancy A. Tillman
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 \$ 1,976.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,006.00

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

Ten Month Fee for first (1st) child \$ 1,976.00

Ten Month Fee for second (2nd) child \$ 1,877.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,883.00

Before school child care for one (1) child

Ten 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

Ten Month Fee for first (1st) child \$ N/A

Ten Month Fee for second (2nd) child \$ N/A

Registration Fee \$ N/A

TOTAL FEE: \$ N/A

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 \$ 2,064.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,094.00

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

Ten Month Fee for first (1st) child \$ 2,064.00

Ten Month Fee for second (2nd) child \$ 1,960.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 4,054.00

Before school child care for one (1) child

Ten 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

Ten Month Fee for first (1st) child \$ N/A

Ten Month Fee for second (2nd) child \$ N/A

Registration Fee \$ N/A

TOTAL FEE: \$ N/A

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 \$ 2,196.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,226.00

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

Ten Month Fee for first (1st) child \$ 2,196.00

Ten Month Fee for second (2nd) child \$ 2,086.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 4,312.00

Before school child care for one (1) child

Ten 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

Ten Month Fee for first (1st) child \$ N/A

Ten 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: Samuel M. & Helene Soref Jewish Community Center, Inc.

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

Three Month Fee per child \$ 1,584.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,614.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,584.00

Three Month Fee Per second (2nd) child \$ 1,505.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,089.00

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

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>228.00</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>416.00</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 to	0 to	0 to
0	0	\$16,930	\$20,090	\$24,260	\$28,410
		\$16,931 to	\$20,091 to	\$24,261 to	\$28,411 to
\$1.00	\$2.00	\$18,876	\$23,748	\$28,620	\$33,492
		\$18,877 to	\$23,749 to	\$28,621 to	\$33,493 to
\$2.00	\$4.00	\$21,236	\$26,717	\$32,198	\$37,679
		\$21,237 to	\$26,718 to	\$32,199 to	\$37,680 to
\$5.00	\$10.00	\$23,596	\$29,685	\$35,775	\$41,865
		\$23,596 to	\$29,686 to	\$35,776 to	\$41,866 to
\$7.00	\$14.00	\$27,628	\$34,633	\$41,738	\$48,843
		\$27,629 to	\$34,634 to	\$41,739 to	\$48,844 to
\$10.00	\$20.00	\$29,101	\$36,812	\$44,123	\$51,634
		\$29,102 to	\$36,813 to	\$44,124 to	\$51,635 to
\$15.00	\$30.00	\$31,460	\$39,580	\$47,700	\$55,920
		\$31,461 to	\$39,581 to	\$47,701 to	\$55,921 to
\$18.00	\$36.00	\$35,393	\$44,528	\$53,663	\$62,798
		\$35,394 to	\$44,529 to	\$53,664 to	\$62,799 to
\$21.00	\$42.00	\$39,325	\$49,475	\$59,625	\$69,775
		\$39,326 to	\$49,476 to	\$59,626 to	\$69,776 to
\$25.00	\$50.00	\$43,258	\$54,423	\$65,588	\$76,753
		\$43,259 to	\$54,424 to	\$65,589 to	\$76,754 to
\$30.00	\$60.00	\$47,190	\$59,370	\$71,550	\$83,730
		\$47,191 to	\$59,371 to	\$71,551 to	\$83,731 to
\$35.00	\$70.00	\$51,123	\$64,318	\$77,513	\$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
7/14/16

AGREEMENT

THIS AGREEMENT is made and entered into as of this 10th day of August, 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

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 15:58:33 -0400'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

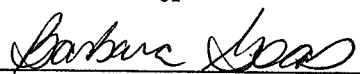
SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM

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.**

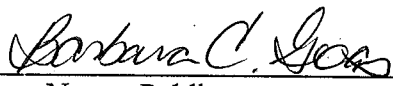
STATE OF Florida

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 \$ 1,620.00

Registration Fee \$ 15.00

TOTAL FEE: \$ 1,635.00

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

Nine Month Fee for first (1st) child \$ 1,620.00

Nine Month Fee for second (2nd) child (\$1,620.00 x 95%) \$ 1,539.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 3,184.00

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

 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
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	\$1,395	\$1,550
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.				
Monthly Payment Schedule: Payments are due on the 1 st of every month. If the 1 st of the month falls on a Saturday, Sunday or holiday, payment is due on the following Monday.				
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.				

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) \$ 1,550.00

Registration Fee \$ 15.00

TOTAL FEE: \$ 1,565.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,550.00

Three Month Fee Per second (2nd) child (\$1,550.00 X 95%) \$ 1,472.50

Registration Fee \$ 25.00

TOTAL FEE: \$ 3,047.50

Half (1/2) Day Program Cost

Three Month Fee per child \$ 775.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 800.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 775.00

Three Month Fee Per second (2nd) child (\$775.00 X 95%) \$ 736.25

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,536.25

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of August, 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.

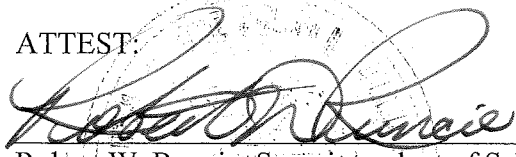
FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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 15:59:13 -04'00'

Office of the General Counsel

Sunshine Child Programs
7900 Peters Road
Bldg B., Suite 101
Plantation, Fl. 33324

FOR VENDOR

(Corporate Seal)

SUNSHINE AFTER SCHOOL CARE, INC.

ATTEST:

By Colleen De Gulla, President

_____, Secretary

-or-

K. C.
Witness

Sandra York
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 Care Inc. on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

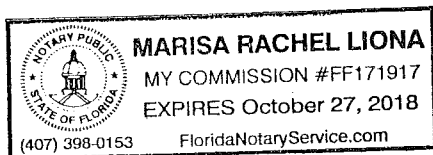
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

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>2,001.00</u>

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

Nine Month Fee for first (1 st) child	\$ <u>1,976.00</u>
Nine Month Fee for second (2 nd) child	\$ <u>1,877.00</u>
Registration Fee	\$ <u>30.00</u>
TOTAL FEE:	\$ <u>3,883.00</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>511.00</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>977.00</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 \$ 1,247.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,272.00

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

Nine Month Fee for first (1st) child \$ 1,247.00

Nine Month Fee for second (2nd) child \$ 1,184.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,461.00

Before school child care for one (1) child

Nine Month Fee Per Student \$ 972.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 997.00

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

Nine Month Fee for first (1st) child \$ 972.00

Nine Month Fee for second (2nd) child \$ 923.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 1,925.00

**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.

After-School Weekly Fees per Child	Summer Weekly Fees per Child	Number of Family Members in Household			
		2	3	4	5+
18 day period		0	0	0	0
0	0	to \$15,930	to \$20,090	to \$24,250	to \$28,410
A \$3.60		\$15,931	\$20,091	\$24,251	\$28,411
B \$1.00	\$2.00	to \$18,876	to \$23,748	to \$28,620	to \$33,492
C \$7.20		\$18,877	\$23,749	\$28,621	\$33,493
D \$2.00	\$4.00	to \$21,236	to \$26,717	to \$32,198	to \$37,679
E \$18.00		\$21,237	\$26,718	\$32,199	\$37,680
F \$5.00	\$10.00	to \$23,595	to \$29,685	to \$35,775	to \$41,865
G \$25.20		\$23,596	\$29,686	\$35,776	\$41,866
H \$7.00	\$14.00	to \$27,528	to \$34,833	to \$41,738	to \$48,843
I \$36.00		\$27,529	\$34,834	\$41,739	\$48,844
J \$10.00	\$20.00	to \$29,101	to \$36,612	to \$44,123	to \$51,634
K \$54.00		\$29,102	\$36,613	\$44,124	\$51,635
L \$15.00	\$30.00	to \$31,460	to \$39,580	to \$47,700	to \$55,820
\$64.80		\$31,461	\$39,581	\$47,701	\$55,821
\$18.00	\$36.00	to \$35,393	to \$44,528	to \$53,663	to \$62,798
\$75.60		\$35,394	\$44,529	\$53,664	\$62,799
\$21.00	\$42.00	to \$39,325	to \$49,475	to \$59,625	to \$69,775
\$90.00		\$39,326	\$49,476	\$59,626	\$69,776
\$25.00	\$50.00	to \$43,258	to \$54,423	to \$65,588	to \$76,753
\$108.00		\$43,259	\$54,424	\$65,589	\$76,754
\$30.00	\$60.00	to \$47,190	to \$59,370	to \$71,550	to \$83,730
\$126.00		\$47,191	\$59,371	\$71,551	\$83,731
\$35.00	\$70.00	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

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 \$ 1,980.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 2,005.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,980.00

Three Month Fee Per second (2nd) child \$ 1,881.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 3,891.00

Half (1/2) Day Program Cost

Three Month Fee per child \$ 1,080.00

Registration Fee \$ 25.00

TOTAL FEE: \$ 1,105.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child \$ 1,080.00

Three Month Fee Per second (2nd) child \$ 1,026.00

Registration Fee \$ 30.00

TOTAL FEE: \$ 2,136.00

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)** \$ 30.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 30.00

Family Cost with two (2) students in same school

Three Month Fee for first (1st) child **(Daily Fee)** \$ 30.00

Three Month Fee Per second (2nd) child **(Daily Fee)** \$ 27.00

Registration Fee \$ 0.00

TOTAL FEE: \$ 57.00

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of August, 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.

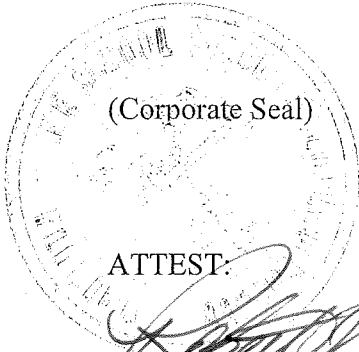
3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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.



(Corporate Seal)

ATTEST:

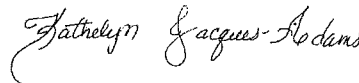

Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair

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

-or-

Katherine Brea

Witness

Lee Reiss

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
Name of Corporation or Agency, on behalf of the corporation/agency.

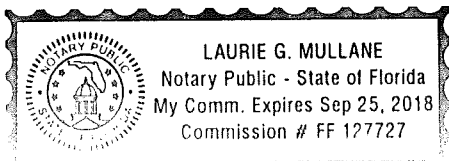
He/She is personally known to me/or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 9/25/18

Laurie G. Mullane
Signature - Notary Public

Laurie G. Mullane
Printed Name of Notary

(SEAL)



FF127727
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 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 to	0 to	0 to	0 to
0	0	\$15,930	\$20,090	\$24,250	\$28,410
		\$15,931 to	\$20,091 to	\$24,251 to	\$28,411 to
\$1.00	\$2.00	\$18,876 to	\$23,748 to	\$28,620 to	\$33,492 to
		\$18,877 to	\$23,749 to	\$28,621 to	\$33,493 to
\$2.00	\$4.00	\$21,236 to	\$26,717 to	\$32,198 to	\$37,679 to
		\$21,237 to	\$26,718 to	\$32,199 to	\$37,680 to
\$5.00	\$10.00	\$23,595 to	\$29,685 to	\$35,775 to	\$41,865 to
		\$23,596 to	\$29,686 to	\$35,776 to	\$41,866 to
\$7.00	\$14.00	\$27,528 to	\$34,633 to	\$41,738 to	\$48,843 to
		\$27,529 to	\$34,634 to	\$41,739 to	\$48,844 to
\$10.00	\$20.00	\$29,101 to	\$36,612 to	\$44,123 to	\$51,634 to
		\$29,102 to	\$36,613 to	\$44,124 to	\$51,635 to
\$15.00	\$30.00	\$31,460 to	\$39,580 to	\$47,700 to	\$55,820 to
		\$31,461 to	\$39,581 to	\$47,701 to	\$55,821 to
\$18.00	\$36.00	\$35,393 to	\$44,528 to	\$53,663 to	\$62,798 to
		\$35,394 to	\$44,529 to	\$53,664 to	\$62,799 to
\$21.00	\$42.00	\$39,325 to	\$49,475 to	\$59,625 to	\$69,775 to
		\$39,326 to	\$49,476 to	\$59,626 to	\$69,776 to
\$25.00	\$50.00	\$43,258 to	\$54,423 to	\$65,585 to	\$76,753 to
		\$43,259 to	\$54,424 to	\$65,586 to	\$76,754 to
\$30.00	\$60.00	\$47,190 to	\$59,370 to	\$71,550 to	\$83,730 to
		\$47,191 to	\$59,371 to	\$71,551 to	\$83,731 to
\$35.00	\$70.00	\$51,123 to	\$64,318 to	\$77,513 to	\$90,708 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 15/15
7/14/15

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of August, 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 3rd 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.

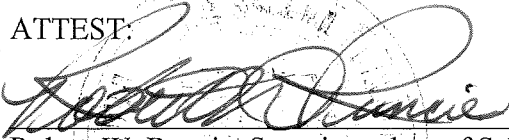
FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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 16:00:50 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTH FLORIDA, INC.

ATTEST:

By [Signature]

[Signature], Secretary

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
Name of Person
Young Men's Christian Association of South Florida, 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

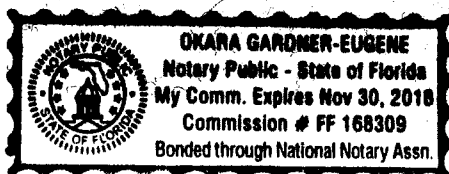
My Commission Expires: 11/30/2018

[Signature]
Signature - Notary Public

Okara Gardner-Eugene
Printed Name of Notary

FF 168309
Notary's Commission No.

(SEAL)



ATTACHMENT A

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 \$ 1,755.00

Registration Fee \$ 27.00

TOTAL FEE: \$ 1,782.00

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

Nine Month Fee for first (1st) child \$ 1,755.00

Nine Month Fee for second (2nd) child \$ 1,667.25

Registration Fee \$ 27.00

TOTAL FEE: \$ 3,883.00

Before school child care for one (1) child

Nine Month Fee Per Student \$ 585.00

Registration Fee \$ 27.00

TOTAL FEE: \$ 612.00

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

Nine Month Fee for first (1st) child \$ 585.00

Nine Month Fee for second (2nd) child \$ 555.75

Registration Fee \$ 27.00

TOTAL FEE: \$ 1,167.75

ATTACHMENT A

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



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						
Exceptions to the Financial Assistance scale must be approved by the Executive Director						

February 2015

ATTACHMENT A

**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.

**The School Board of Broward County, Florida
Procurement & Warehousing Services**

ITB / RFP No.: <u>17-004V</u>	Tentative Board Meeting Date*: <u>AUGUST 16, 2016</u>
Description: <u>ELIGIBILITY FOR OFFERING BEFORE AND/OR AFTER SCHOOL CHILD CARE, SUMMER AND NON-SCHOOL DAY PROGRAMS ON-SITE FOR ELEMENTARY, MIDDLE, HIGH AND EXCEPTIONAL SCHOOL CHILDREN CENTERS</u>	Notified: <u>335</u> Downloaded: <u>40</u>
<u>TERM CONTRACT</u>	ITB / RFP Rec'd: <u>17</u> No. Bids: <u>0</u>
For: <u>BEFORE & AFTER SCHOOL CHILD CARE</u> (School/Department)	ITB / RFP Opening: <u>MARCH 1, 2016</u>
Fund: <u>SEE BELOW**</u>	Advertised Date: <u>FEBRUARY 4, 2016</u>
	Award Amount: <u>N/A</u>

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **APRIL 7, 2016 @ 3:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

SEVENTEEN PROPOSALS WERE RECEIVED IN RESPONSE TO 17-004V. IN ACCORDANCE WITH SECTION 5.0, EVALUATION OF PROPOSALS, PROPOSALS RECEIVED WERE EVALUATED BY AN EVALUATION COMMITTEE EXISTING OF:

DR. DEBORAH GAVILAN – DIRECTOR – BEFORE AND AFTER SCHOOL CHILD CARE
 DIANN HOLMBERG – PROGRAM SUPERVISOR - BEFORE AND AFTER SCHOOL CHILD CARE
 MICHAEL BERG – PROGRAM SUPERVISOR - BEFORE AND AFTER SCHOOL CHILD CARE
 MEG WALLACE – ASSISTANT DIRECTOR – CHILDREN'S SERVICES COUNCIL
 PAUL GRESS – COORDINATOR – PRE-KINDERGARTEN EARLY INTERVENTION
 DR. ALISTER ALEXIS – ASSISTANT DIRECTOR – OFFICE OF SERVICE QUALITY
 DONNA McCANN – COORDINATOR I – EXCEPTIONAL STUDENT EDUCATION DEPARTMENT

M/WBE ADVISOR: LAVINIA FREEMAN, M/WBE SPECIALIST III

IN ACCORDANCE WITH SECTION 5.0, EVALUATION OF PROPOSALS AND THE EVALUATION COMMITTEE, IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSERS BELOW BE RECOMMENDED FOR APPROVAL BY THE SCHOOL BOARD. A MINIMUM SCORE OF 70 POINTS OR HIGHER IS REQUIRED TO BE CONSIDERED FOR AWARD.

	<u>BEFORE AND AFTER SCHOOL CHILD CARE</u>	<u>SUMMER PROGRAMS NON-SCHOOL DAYS</u>
ACHIEVEMENT AND REHABILITATION CENTERS, INC.	X	
D/B/A ARC OF BROWARD		
AFTER SCHOOL PROGRAMS INC.	X	X
AFTER SCHOOL PROGRAMS-SOUTH, INC.	X	X
BELIEVE TO ACHIEVE ASP CORP	X	
CENTER FOR HEARING & COMMUNICATION, INC.	X	
CHRISTINA G. SMITH COMMUNITY MENTAL HEALTH FOUNDATION, INC.	X	X

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

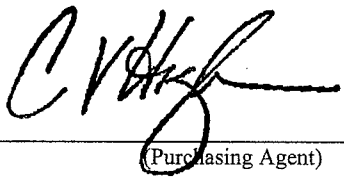
Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

	<u>BEFORE AND AFTER SCHOOL CHILD CARE</u>	<u>SUMMER PROGRAMS NON-SCHOOL DAYS</u>
CITY OF WILTON MANORS	X	X
COMMUNITY AFTER SCHOOL, INC.	X	X
CROCKETT FOUNDATION, INC.	X	X
HARMONY DEVELOPMENT CENTER, INC.	X	X
HISPANIC UNITY OF FLORIDA, INC.	X	X
OIC OF BROWARD COUNTY, INC.	X	
SAMUEL M. AND HELENE SOREF, JEWISH COMMUNITY CENTER, INC.	X	X
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM	X	X
SUNSHINE AFTER SCHOOL CARE, INC.	X	X
UNITED CEREBRAL PALSY OF BROWARD, PALM BEACH AND MID-COAST COUNTIES, INC.	X	X
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.	X	X

****NOTE:** ALL PROGRAMS ADMINISTERED THROUGH THE BEFORE AND AFTER SCHOOL CARE PROGRAMS ARE FUNDED BY PARENTS. HOWEVER, FUNDING MAY BECOME AVAILABLE FROM CATEGORICAL GRANTS OR OTHER FUNDS APPROVED BY THE STATE LEGISLATURE FOR OTHER PROGRAMS.

THE AWARD FOR THESE RECOMMENDED PROPOSERS SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF WRITTEN AGREEMENTS.

CONTRACT PERIOD: SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2019

By:  Date: 4/17/16
(Purchasing Agent)

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

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	Maximum Points	Deborah Gavilan	Diann Holmberg	Michael Berg	Meg Wallace	Paul Gress	Al Alexis	Donna McCann	Average Points
Experience and Qualifications	40								
Achievement & Rehabilitation, Inc. (ARC)		37	31	37	40	37	40	40	37.4
After School Programs, Inc.		40	36	34	39	40	40	40	38.4
After School Programs, Inc. South		39	37	35	40	40	40	40	38.7
Believe to Achieve, ASP, Corp.		32	26	27	37	31	35	40	32.6
Center for Hearing & Communication		24	28	29	32	24	40	40	31.0
Christina G. Smith Community Mental Health Foundation		37	37	36	40	37	39	40	38.0
City of Wilton Manors		36	38	35	38	36	40	40	37.6
Community After School		40	38	32	39	40	40	40	38.4
Crockett Foundation, Inc.		28	31	27	39	31	37	40	33.3
Harmony Development Center, Inc.		26	30	26	35	25	36	40	31.1
Hispanic Unity of Florida, Inc.		38	32	36	38	38	40	40	37.4
OIC of South Florida, Inc.		25	23	23	28	25	23	25	24.6
Samuel M. & Helene Soref Jewish Community Center		40	38	38	40	40	38	40	39.1
South Broward Hospital District / Memorial Healthcare System		37	33	31	39	37	39	40	36.6
Sunshine After School Child Care, Inc.		37	32	34	40	38	40	40	37.3
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		40	36	34	40	40	40	40	38.6
YMCA of South Florida, Inc.		35	35	32	38	36	40	40	36.6
Scope of Services	45								
Achievement & Rehabilitation, Inc. (ARC)		45	45	40	45	45	45	45	44.3
After School Programs, Inc.		45	45	45	45	45	45	45	45.0
After School Programs, Inc. South		45	45	45	45	45	45	45	45.0
Believe to Achieve, ASP, Corp.		45	45	37	45	45	45	45	43.9
Center for Hearing & Communication		45	38	45	42	45	45	45	43.6
Christina G. Smith Community Mental Health Foundation		45	45	44	45	45	45	45	44.9
City of Wilton Manors		45	43	45	45	45	45	45	44.7
Community After School		45	45	45	45	45	45	45	45.0
Crockett Foundation, Inc.		43	43	39	45	43	45	45	43.3
Harmony Development Center, Inc.		45	45	45	45	45	45	45	45.0
Hispanic Unity of Florida, Inc.		45	44	45	45	45	45	45	44.9
OIC of South Florida, Inc.		45	45	38	45	45	45	45	44.0
Samuel M. & Helene Soref Jewish Community Center		45	45	45	45	45	45	45	45.0
South Broward Hospital District / Memorial Healthcare System		45	45	45	43	45	45	45	44.7
Sunshine After School Child Care, Inc.		45	45	45	45	45	45	45	45.0
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		45	43	45	45	45	45	45	44.7
YMCA of South Florida, Inc.		45	42	45	45	45	45	45	44.6
	5								
Cost of Services									
Achievement & Rehabilitation, Inc. (ARC)		4	4	5	5	4	5	5	4.6
After School Programs, Inc.		4	4	5	5	4	5	5	4.6
After School Programs, Inc. South		4	4	5	5	4	5	5	4.6
Believe to Achieve, ASP, Corp.		3	4	5	5	4	5	5	4.4

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**

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	Maximum Points	Deborah Gavilan	Diann Holmberg	Michael Berg	Meg Wallace	Paul Gress	Al Alexis	Donna McCann	Average Points
Center for Hearing & Communication		1	4	4	5	2	5	5	3.7
Christina G. Smith Community Mental Health Foundation		4	4	4	5	4	5	5	4.4
City of Wilton Manors		3	4	5	5	4	5	5	4.4
Community After School		5	5	5	5	5	5	5	5.0
Crockett Foundation, Inc.		4	3	4	5	4	5	5	4.3
Harmony Development Center, Inc.		0	2	4	5	0	5	5	3.0
Hispanic Unity of Florida, Inc.		5	5	5	5	5	5	5	5.0
OIC of South Florida, Inc.		0	0	4	5	0	5	5	2.7
Samuel M. & Helene Soref Jewish Community Center		5	5	5	5	5	5	5	5.0
South Broward Hospital District / Memorial Healthcare System		4	4	5	5	4	5	5	4.6
Sunshine After School Child Care, Inc.		3	4	5	5	4	5	5	4.4
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		5	4	5	5	5	5	5	4.9
YMCA of South Florida, Inc.		4	4	4	5	4	5	5	4.4
	10								
M/WBE									
Achievement & Rehabilitation, Inc. (ARC)		0	0	0	0	0	0	0	0.0
After School Programs, Inc.		0	0	0	0	0	0	0	0.0
After School Programs, Inc. South		0	0	0	0	0	0	0	0.0
Believe to Achieve, ASP, Corp.		3	3	3	3	3	3	3	3.0
Center for Hearing & Communication		0	0	0	0	0	0	0	0.0
Christina G. Smith Community Mental Health Foundation		2	2	2	2	2	2	2	2.0
City of Wilton Manors		10	10	10	10	10	10	10	10.0
Community After School		10	10	10	10	10	10	10	10.0
Crockett Foundation, Inc.		1	1	1	1	1	1	1	1.0
Harmony Development Center, Inc.		0	0	0	0	0	0	0	0.0
Hispanic Unity of Florida, Inc.		1	1	1	1	1	1	1	1.0
OIC of South Florida, Inc.		0	0	0	0	0	0	0	0.0
Samuel M. & Helene Soref Jewish Community Center		10	10	10	10	10	10	10	10.0
South Broward Hospital District / Memorial Healthcare System		7	7	7	7	7	7	7	7.0
Sunshine After School Child Care, Inc.		10	10	10	10	10	10	10	10.0
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		0	0	0	0	0	0	0	0.0
YMCA of South Florida, Inc.		10	10	10	10	10	10	10	10.0
Total Score	100								
Achievement & Rehabilitation, Inc. (ARC)									86.3
After School Programs, Inc.									88.0
After School Programs, Inc. South									88.3
Believe to Achieve, ASP, Corp.									83.9
Center for Hearing & Communication									78.3
Christina G. Smith Community Mental Health Foundation									89.3
City of Wilton Manors									96.7
Community After School									98.4

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

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	Maximum Points	Deborah Gavilan	Diann Holmberg	Michael Berg	Meg Wallace	Paul Gress	Al Alexis	Donna McCann	Average Points
Crockett Foundation, Inc.									81.9
Harmony Development Center, Inc.									79.1
Hispanic Unity of Florida, Inc.									88.3
OIC of South Florida, Inc.									71.3
Samuel M. & Helene Soref Jewish Community Center									99.1
South Broward Hospital District / Memorial Healthcare System									92.9
Sunshine After School Child Care, Inc.									96.7

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**

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	Maximum Points	Deborah Gavilan	Diann Holmberg	Michael Berg	Meg Wallace	Paul Gress	Al Alexis	Donna McCann	Average Points
Experience and Qualifications	40								
After School Programs, Inc.		40	36	36	40	40	40	40	38.9
After School Programs, Inc. South		39	37	37	40	40	40	40	39.0
Center for Hearing & Communication		5	0	0	5	5	40	5	8.6
Christina G. Smith Community Mental Health Foundation		40	37	34	40	40	39	40	38.6
City of Wilton Manors		38	37	39	40	40	40	40	39.1
Community After School		40	34	34	40	40	40	40	38.3
Crockett Foundation, Inc.		29	30	30	40	29	38	40	33.7
Harmony Development Center, Inc.		24	31	33	38	25	36	40	32.4
Hispanic Unity of Florida, Inc.		31	33	35	40	33	40	40	36.0
OIC of South Florida, Inc.		10	0	0	10	10	0	10	5.7
Samuel M. & Helene Soref Jewish Community Center		40	39	38	40	40	38	40	39.3
South Broward Hospital District / Memorial Healthcare System		37	28	32	40	39	40	40	36.6
Sunshine After School Child Care, Inc.		36	32	28	40	38	40	40	36.3
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		39	36	29	40	40	40	40	37.7
YMCA of South Florida, Inc.		39	31	31	39	39	40	40	37.0
Scope of Services	45								
After School Programs, Inc.		45	45	45	45	45	45	45	45.0
After School Programs, Inc. South		45	45	45	45	45	45	45	45.0
Center for Hearing & Communication		45	45	45	45	45	45	45	45.0
Christina G. Smith Community Mental Health Foundation		45	45	42	45	45	45	45	44.6
City of Wilton Manors		45	45	45	45	45	45	45	45.0
Community After School		45	45	45	45	45	45	45	45.0
Crockett Foundation, Inc.		43	45	45	45	43	45	45	44.4
Harmony Development Center, Inc.		45	45	45	45	45	44	45	44.9
Hispanic Unity of Florida, Inc.		45	45	45	45	45	45	45	45.0
OIC of South Florida, Inc.		45	44	30	45	45	45	45	42.7
Samuel M. & Helene Soref Jewish Community Center		45	45	45	45	45	45	45	45.0
South Broward Hospital District / Memorial Healthcare System		45	45	45	45	45	45	45	45.0
Sunshine After School Child Care, Inc.		45	44	45	45	45	45	45	44.9
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		45	45	45	45	45	45	45	45.0
YMCA of South Florida, Inc.		45	42	45	45	45	45	45	44.6
Cost of Services	5								
After School Programs, Inc.		5	5	5	5	5	5	5	5.0
After School Programs, Inc. South		5	5	5	5	5	5	5	5.0
Center for Hearing & Communication		5	5	5	5	5	5	5	5.0
Christina G. Smith Community Mental Health Foundation		5	5	5	5	5	5	5	5.0
City of Wilton Manors		5	5	5	5	5	5	5	5.0
Community After School		5	5	5	5	5	5	5	5.0
Crockett Foundation, Inc.		5	5	5	5	5	5	5	5.0
Harmony Development Center, Inc.		5	5	5	5	5	5	5	5.0

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

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	Maximum Points	Deborah Gavilan	Diann Holmberg	Michael Berg	Meg Wallace	Paul Gress	Al Alexis	Donna McCann	Average Points
Hispanic Unity of Florida, Inc.		5	5	5	5	5	5	5	5.0
OIC of South Florida, Inc.		5	5	5	5	5	5	5	5.0
Samuel M. & Helene Soref Jewish Community Center		5	5	5	5	5	5	5	5.0
South Broward Hospital District / Memorial Healthcare System		5	5	5	5	5	5	5	5.0
Sunshine After School Child Care, Inc.		5	5	5	5	5	5	5	5.0
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		5	5	5	5	5	5	5	5.0
YMCA of South Florida, Inc.		5	5	5	5	5	5	5	5.0
M/WBE	10								
After School Programs, Inc.		0	0	0	0	0	0	0	0.0
After School Programs, Inc. South		0	0	0	0	0	0	0	0.0
Center for Hearing & Communication		0	0	0	0	0	0	0	0.0
Christina G. Smith Community Mental Health Foundation		2	2	2	2	2	2	2	2.0
City of Wilton Manors		10	10	10	10	10	10	10	10.0
Community After School		10	10	10	10	10	10	10	10.0
Crockett Foundation, Inc.		1	1	1	1	1	1	1	1.0
Harmony Development Center, Inc.		0	0	0	0	0	0	0	0.0
Hispanic Unity of Florida, Inc.		1	1	1	1	1	1	1	1.0
OIC of South Florida, Inc.		0	0	0	0	0	0	0	0.0
Samuel M. & Helene Soref Jewish Community Center		10	10	10	10	10	10	10	10.0
South Broward Hospital District / Memorial Healthcare System		7	7	7	7	7	7	7	7.0
Sunshine After School Child Care, Inc.		10	10	10	10	10	10	10	10.0
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties		0	0	0	0	0	0	0	0.0
YMCA of South Florida, Inc.		10	10	10	10	10	10	10	10.0
Total Score	100								
After School Programs, Inc.									88.9
After School Programs, Inc. South									89.0
Center for Hearing & Communication									58.6
Christina G. Smith Community Mental Health Foundation									90.1
City of Wilton Manors									99.1
Community After School									98.3
Crockett Foundation, Inc.									84.1
Harmony Development Center, Inc.									82.3
Hispanic Unity of Florida, Inc.									87.0
OIC of South Florida, Inc.									53.4
Samuel M. & Helene Soref Jewish Community Center									99.3
South Broward Hospital District / Memorial Healthcare System									93.6
Sunshine After School Child Care, Inc.									96.1
United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties									87.7
YMCA of South Florida, Inc.									96.6

**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
Minority/Women Business Enterprise (M/WBE) Sub-Consultant Participation**

Recommended Awardee	Certification Number	Expiration Date	Ethnicity	Gender	M/WBE Sub-Consultant Participation and Community Involvement	SBBC Scholarship Foundation – Commitment to Minority Students
Achievement and Rehabilitation Centers, Inc., d/b/a ARC of Broward					Global Recognition Enterprises d/b/a Bravo Awards (M/WBE firm #7007-6202) purchase of plaques and awards. Dolphin Online (M/WBE firm #7007-7101) purchase of office supplies.	
After School Programs, Inc.					A. Oliveros Transportation (M/WBE firm #7007-7130) provide transportation services.	
After School Programs-South, Inc.					A. Oliveros Transportation (M/WBE firm #7007-7130) provide transportation services.	
Believe to Achieve ASP Corp.					Montage Education (M/WBE firm #7007-6548) provide parental involvement workshops and materials.	
City of Wilton Manors					A. Oliveros Transportation (M/WBE firm #7007-7130) provide transportation services.	
Crockett Foundation, Inc.					KVP Studios (M/WBE firm #7007-6559) for photography services. Leadership Dimensions International (M/WBE firm #7007-7141) for leadership, coaching, team building and personal empowerment seminars.	
Community After School, Inc.					CPR Training 2 Go (M/WBE firm #7007-7130) to provide first aid and CPR Training. Ohana Arts (M/WBE firm #7007-6677) for cultural arts. Global Recognition Enterprises (M/WBE firm #7007-6202) provide trophies for Olympics and Color Wars.	

Recommended Awardee	Certification Number	Expiration Date	Ethnicity	Gender	M/WBE Sub-Consultant Participation and Community Involvement	SBBC Scholarship Foundation – Commitment to Minority Students
Christina G. Smith Community Mental Health Foundation, Inc.					Smith Mental Health Associates (M/WBE firm #7007-6024 to provide business office, human resources and administrative functions.	
Hispanic Unity of Florida, Inc.					DavidPhoto, Inc. (M/WBE firm #7007-6675 for photographers and cinematographers who will provide high definition videos Control Communications (M/WBE firm #7007-4047 install and service for portable radios	
Samuel M. and Helene Soref, Jewish Community Center, Inc.					Kidokinetics, Inc. (M/WBE firm #7007-6583) provide sports and fitness programs for children empowering them to be confident, disciplined and determined. Ohana Arts (M/WBE firm #7007-6677) children's and cultural arts programs. Fascinations Imprinted Advertising Products (M/WBE firm #7007-3995) purchase imprinted promotional products	
South Broward Hospital District d/b/a Memorial Healthcare System					Taie, Inc. d/b/a Minuteman Press of Hollywood (M/WBE firm #7007-6112) provide stationary, business cards and signage.	
Sunshine After School Care, Inc.					Gilly Vending (M/WBE firm #7007-2349) provide healthy snacks to students in the programs. Maranata School Bus Service (M/WBE firm #7007-6924) provide transportation services.	
Young Men's Christian Association of South Florida, Inc.					A. Oliveros Transportation (M/WBE firm #7007-7130) provide transportation services.	

SUPPLIER / PRODUCT EVALUATION FORM

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Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0527 or
E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: ACE for Kids, Inc.
Supplier Contact: Nicholas Matzirakis
Contact Telephone: 954-533-2517

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent	
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A

2. How satisfied are you with the supplier?

1	2	3	4	
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input type="checkbox"/>	N/A

3. Will you use them again? Yes ☐ No ☐ N/A

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent	
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A

5. Would you purchase this product or use this vendor again?

1	2	3	4	
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input type="checkbox"/>	N/A

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Ace for Kids did not provide services to any school under RFP 12-002N. They did not apply for 17-004V.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330

Participant's Signature:  Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: After School Programs, Inc. and After School Programs South, Inc.
Supplier Contact: David Wolnek
Contact Telephone: 954-596-9000

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

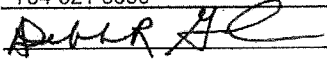
*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: After School Programs, Inc. (ASP) currently provides services for 33 locations. ASP operates typical programs.
in addition qualified for Children Services Council funding for MOST, Youth Force and Special Needs programs.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330
Participant's Signature:  Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Achievement & Rehabilitation Centers d/b/a ARC of Broward
Supplier Contact: Jody Ellis
Contact Telephone: 954-746-9400

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Achievement & Rehabilitation Centers d/b/a ARC of Broward (ARC) provides special needs services to four high schools under the Children's Service Center grant for STEP. They follow all of the Before & After School department request.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330
Participant's Signature: [Signature] Date: 7/19/12

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Center for Hearing and Communication
Supplier Contact: Margaret Brown
Contact Telephone: 954-601-1930

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input checked="" type="checkbox"/>	Very Satisfied <input type="checkbox"/>

3. Will you use them again? Yes ☐ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Center for Hearing and Communication (CHC) provides services at two locations. The CHC is fully funded by the Children's Services Council. They have struggled over the last five years following the requirements of the Before & After School Child Care department, however BASCC has worked with them to help them be successful.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330
Participant's Signature: [Signature] Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Christina G. Smith Community Mental Health Foundation
Supplier Contact: Joanne Correia-Kent
Contact Telephone: 954-321-2296

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

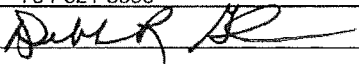
*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Christina G. Smith Mental Health Foundation currently provides services at two locations.
They provide services for the whole family of students who are struggling in a typical program.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330
Participant's Signature:  Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: City of Wilton Manors
Supplier Contact: Bridgette Pierce
Contact Telephone: 954-390-2130

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: The City of Wilton Manors (CWM) currently provides one program. They are not funded by the Children's Services Council. However the City of Wilton Manors provides financial assistance for students attending the program. CWM is in compliance with all request of the Before & After School Child Care department.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330

Participant's Signature:  Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

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E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Community After School
Supplier Contact: Michael Skolnick
Contact Telephone: 954-729-3222

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

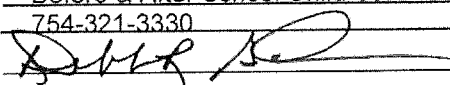
1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Community After School, Inc. currently provides programs for five locations. They provide
services to typical programs, as well as funded by the Children's Services Council

Evaluation Form Completed By:
Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330
Participant's Signature:  Date: 7/19/14

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0527 or
E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Hispanic Unity of Florida
Supplier Contact: Felipe Pinzon
Contact Telephone: 954-964-8884

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input checked="" type="checkbox"/>	Very Satisfied <input type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input checked="" type="checkbox"/>	Definitely <input type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Hispanic Unity of Florida (HU) currently provide services to four locations under the Children's Services Council Youth Force grant. HU has had some staff turn over requiring the Before & After School Child Care (BASCC) department to provide multiple trainings. HU is working to meet requirements of BASCC.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330

Participant's Signature: 

Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: OIC of Broward County, Inc.
Supplier Contact: A Connelly
Contact Telephone: 954-563-3535

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input checked="" type="checkbox"/>	Very Satisfied <input type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input checked="" type="checkbox"/>	Definitely <input type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: OIC of South Florida, currently provides services to one middle school under the Children's Services Council Youth Force grant. They struggled with meeting the requirements of the Before & After School Child Care (BASCC) Facility Safety Checks and responding to BASCC request in a timely manner.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330

Participant's Signature: [Signature] Date: 7/19/12

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Samuel M. Helene Soref Jewish Community Center, Inc.
Supplier Contact: Sharon Schwartz
Contact Telephone: 954-792-6700

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

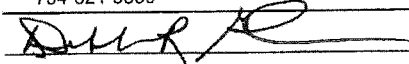
*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Samuel M. Helene Soref Jewish Community Center, Inc. (JCC) provide services to five elementary locations. They provide a typical program and under the Children's Services Council MOST programs. The JCC follows the requirements of Before & After School Child Care (BASCC).

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330
Participant's Signature:  Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: South Broward Hospital District
Supplier Contact: Tim Curtin
Contact Telephone: 954-985-5808

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

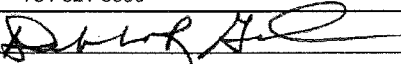
SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: South Broward Hospital District (Memorial) currently operates one middle school program under the Children's Services Council Youth Force grant. They have had some struggles but quickly put into place, corrective measures.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330

Participant's Signature:  Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

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E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Sunshine After School Child Care, Inc.
Supplier Contact: Colleen Gulla
Contact Telephone: 954-236-8850

Bid No.: 12-002N

Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input checked="" type="checkbox"/>	Very Satisfied <input type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Sunshine After School Child Care, Inc. (Sunshine) currently provide services for elementary and middle schools.
The provide typical programs as well as Children's Services Council Youth Force and MOST grant funded programs.
Sunshine complies with the requirements of the Before & After School Child Care department.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330

Participant's Signature: 

Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties, Inc.
Supplier Contact: Patricia Murphy
Contact Telephone: 954-584-7178

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input checked="" type="checkbox"/>	Very Satisfied <input type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: United Cerebral Palsy of Broward, Palm Beach and Mid-Coast Counties, Inc. (UCP), currently provides services under the Children's Services Council, for one center and five high schools. UCP had some struggles at the beginning of RFP 12-002N, with assistance provided by the Before & After School department, UCP has overcome and now meets all requirements.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330

Participant's Signature:  Date: 7/19/16

SUPPLIER / PRODUCT EVALUATION FORM

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E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: YMCA of Broward County, Inc.
Supplier Contact: Alison Bergman-Rodriguez
Contact Telephone: 954-623-5555

Bid No.: 12-002N Purchase Order No.: None

What was the product / service? Before and After School Child Care Services

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input checked="" type="checkbox"/>	Very Satisfied <input type="checkbox"/>

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: YMCA of Broward, Inc., (YMCA) currently provides 40 programs. The YMCA provides all services as a Children Services Council provider. They provide MOST, Youth Force, and STEP programs. The YMCA does not provide a typical fee based program.

Evaluation Form Completed By:

Name / Title: Dr. Deborah Gavilan, Director
School / Department: Before & After School Child Care
Contact Telephone: 754-321-3330
Participant's Signature: [Signature] Date: 7/12/16