



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: Sep 20 2016 10:15AM - Regular School Board Meeting

Special Order Request  
 Yes  No

ITEM No.:  
LL-2.

AGENDA ITEM: OPEN ITEMS

Time

CATEGORY: LL. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT: Innovative Programs

Open Agenda  
 Yes  No

TITLE:  
Agreement with the Broward Cultural Council for the Cultural Incentive Program Supporting Arts Education

REQUESTED ACTION:  
Approve the Broward Cultural Council's Cultural Incentive Program Agreement.

SUMMARY EXPLANATION AND BACKGROUND:  
The School Board of Broward County, Florida (SBBC) and the Broward Cultural Council have continued to partner for more than fifteen (15) years to provide high-quality arts education programming through a continuation Cultural Incentive Block Grant. This grant is a matching grant between SBBC and the Broward Cultural Council. The Broward Cultural Council will provide \$15,000 annually for a two (2) year period, for a total of \$30,000 beginning October 1, 2016 - September 30, 2018. SBBC will match the funds provided by the Broward Cultural Council.  
See Supporting Docs for continuation of Summary Explanation and Background. This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. This agreement will be executed by Broward County Government after School Board Approval.

SCHOOL BOARD GOALS:  
 Goal 1: High Quality Instruction  Goal 2: Continuous Improvement  Goal 3: Effective Communication

FINANCIAL IMPACT:  
This is a two (2) year commitment with a financial impact of \$15,000 annually for a total of \$30,000 over the length of the agreement. Adding these funds to the Innovative Programs Design/Support Department within the Portfolio Services Division will increase the Instructional Activities and Instructional Staff Training appropriation.

EXHIBITS: (List)  
(1) Summary Explanation and Background continued (2) Broward County- CommArtsEdPtrnship- 201700098 LEGAL SUFF

BOARD ACTION:  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:  
Name: Leona Miracola Phone: 754-321-2070  
Name: Phone:

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title  
Leslie M. Brown - Chief Portfolio Services Officer

Approved In Open Board Meeting On: SEP 20 2016

Signature  
Leslie M. Brown  
Monday, September 12, 2016 2:42:49 PM

By: *[Signature]*  
School Board Chair

Summary Explanation and Background continued  
September 20, 2016  
LL- 2

The Incentive Block Grant annually supports cultural, artistic and educational services and programs for schools, students and teachers. The focus is to ensure that arts education is promoted and implemented throughout the District. Highlights of past grant programming included; professional development for teachers in arts education, conferences such as the Annual South Florida Gifted and Talented Symposium, Arts Student Showcases, the Florida Alliance for Arts Education Symposium, Performing & Visual Arts College Fairs, and Artist Residencies.

The 2016–2018 Incentive Block Grant will continue to support the annual arts programs as in previous years, but will also include the Turnaround Arts Program and the Cultural Literacy Initiative. The agreement will provide the following services: professional development workshops/symposiums for educators, student activities and projects for a term of two (2) years. This grant funds \$15,000 annually for two years and requires District-matched funds each year for a combined total of \$60,000. These funds will support, but not be limited to the following:

- Annual Arts Integration Conference
- Annual South Florida Gifted and Talented Symposium
- Turnaround Arts – Arts Integration Professional Development
- Cultural Arts Literacy Initiative
- Superintendent’s Art Exhibition
- Elementary Music Assessments
- School Beautification through the Arts

AGREEMENT

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

BROWARD CULTURAL COUNCIL  
CULTURAL INCENTIVE PROGRAM

FY 2016

<u>INCENTIVE PROGRAM</u>	<u>INCENTIVE NUMBER</u>	<u>AMOUNT</u>
Community Arts Education Partnership Program	CAEP18-2016	\$30,000

This Agreement ("Agreement") is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("County") and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a public entity in the State of Florida ("Recipient" or "School Board").

RECITALS

**WHEREAS**, the Broward Cultural Council recommends funding to assist the Recipient with services and approved expenses as specifically set forth in Article 4 and Exhibit A.

**WHEREAS**, the Broward County Board of County Commissioners ("Board") has determined that these expenditures serve a public purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

RECITALS, DEFINITIONS AND IDENTIFICATIONS

- 1.1 Recitals. The parties agree that the foregoing recitals are true and correct and such recitals are incorporated herein by reference.
- 1.2 Agreement. Agreement shall mean this document, the exhibits attached hereto, and any documents expressly incorporated by reference.

- 1.3 Contract Administrator. The Director of the County's Cultural Division, or his or her successor as designated by the County in writing.

**ARTICLE 2**  
**SCOPE OF SERVICES**

- 2.1 Scope of Services. Recipient shall perform all work specified in this Agreement inclusive of Exhibit A. Unless stated otherwise in this Agreement, the work required of Recipient includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Recipient's performance impractical, illogical, or unconscionable.

The project(s) consists of the services described in Exhibit A. Recipient shall provide a Project Evaluation Report on the form attached as Exhibit B for each project funded through this Agreement. Recipient shall provide the completed form to the Contract Administrator no later than thirty (30) calendar days after the completion of the term of the project or program on Exhibit A, the expiration or earlier termination of the Agreement, or at the time of the submittal of the final invoice, whichever is earliest. The required completed form shall be submitted along with any and all other documentation that is required under the Agreement but has not previously been submitted. Failure of the Recipient to timely submit a completed Project Evaluation Report shall disqualify the Recipient from consideration for any future grants under the County's Cultural Incentive Program and shall entitle the County to withhold payment of the final invoice without accrual of interest until Recipient has met all requirements of this Agreement and the specific program guidelines under which the Recipient qualified for the funding for the project.

- 2.2 Recipient shall not subcontract any portion of the required services except as may be expressly provided in Exhibit A or as approved in advance by the Contract Administrator, in his or her sole discretion, through a written Change Order or written contract amendment.
- 2.3 Change of Scope Procedures. Recipient acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.

Upon written request by the Recipient, the Contract Administrator may, if authorized by the County's Administrative Code, approve in writing changes in the categories of expenditures listed in Exhibit A; however, the total amount payable to Recipient may not be modified except pursuant to a written amendment executed by the County Administrator after any required Board approval of funding.

ARTICLE 3  
TERM AND TIME OF PERFORMANCE

- 3.1 Term. Unless terminated earlier pursuant to Article 8 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on September 30, 2018.
- 3.2 Extensions. The County Administrator is authorized to enter in a written amendment extending this Agreement.
- 3.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes. The County's fiscal year commences on October 1 and ends September 30 of the following year.
- 3.4 Time is of the essence for all performance required under this Agreement.

ARTICLE 4  
COMPENSATION

- 4.1 For the Term as defined in Article 3, County will pay Recipient up to a maximum of Thirty Thousand Dollars (\$30,000). Payment shall be made only for services actually performed and completed pursuant to this Agreement, as set forth in this Article and Exhibit A, which amount shall be accepted by Recipient as full compensation for all such services. The Recipient acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation on County's obligation to compensate the Recipient for its services under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Recipient's obligation to perform all items of services required under this Agreement. Recipient agrees to provide matching funds as more specifically shown in Exhibit A.
- 4.2 METHOD OF BILLING AND PAYMENT
- 4.2.1 Invoices. Recipient may submit invoices only for services completed in accordance with Exhibit A. An original of each invoice shall be submitted no more than once monthly, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Payments will be made only on a reimbursement basis after expenses incurred for any required services performed, and the required documentation in Exhibit A submitted with proper invoice to the County. There is no reimbursement for travel expenses or expenses which are not approved expenses as shown on Exhibit A. Invoices shall be submitted on an approved invoice form provided by the County. If Exhibit A contains

a match requirement, the County's obligation under the Agreement is conditioned upon Recipient obtaining and providing that match.

4.2.2 County shall pay Recipient within thirty (30) days of receipt of Recipient's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as amended and codified in Section 1-51.6, Broward County Code of Ordinances). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Recipient's failure to comply with any term, condition, or requirement of this Agreement. The parties agree that any amounts so withheld shall not be subject to payment of any interest by County.

4.3 Payment shall be made to Recipient at:

The School Board of Broward County, Florida  
Attn: Leona Miracola, Director  
Innovative Programs Design/Support  
Broward County Public Schools  
600 Southeast Third Avenue  
Fort Lauderdale, FL 33301

Recipient may change the information in this section by providing written notice of such change to the Contract Administrator in accordance with the "Notices" Section in Article 9.

#### ARTICLE 5 FINANCIAL STATEMENTS

The Recipient shall submit to the County all information required by the Agreement, including the Project Evaluation Report, Exhibit B, and any financial information required by Exhibit B within thirty (30) calendar days after completion of the project or the conclusion of the term of the project or program period, as described in this Agreement. The Recipient is not subject to audited annual financial statement requirements. The Contract Administrator shall be responsible for verifying that services are provided in accordance with any required documentation and the requirements of the Agreement prior to the issuance of any payment to Recipient.

#### ARTICLE 6 GOVERNMENTAL IMMUNITY

Recipient represents to County for County's reliance that Recipient is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and Recipient

agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is to be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### ARTICLE 7 INSURANCE

- 7.1 Recipient represents that it is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to furnish the County, upon execution of this Agreement, with written verification of liability protection in accordance with state of Florida laws. Additionally, if Recipient elects to purchase any additional liability coverage, including excess liability coverage, Recipient agrees that "Broward County" shall be listed as the certificate holder and included as an additional named insured on the certificate.
- 7.2 If Recipient hires subcontractor(s) to perform services, its subcontractor(s) shall be required to endorse "Broward County" as an additional insured on any general liability and excess liability policies.

#### ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or County Administrator upon providing written notice to Recipient of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 County may terminate this Agreement if Recipient is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Recipient has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Recipient has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.
- 8.3 Recipient represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further

obligation to Recipient, upon learning that such representation is false or if Recipient or any of its affiliates is placed on the discriminatory vendor list.

- 8.4 This Agreement may also be terminated as provided in Sections 9.4 (Public Entity Crime Act), 9.8 (Assignment and Performance), 9.21 (Contingency Fee), and 9.23 (Force Majeure).
- 8.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.
- 8.6 In the event this Agreement is terminated for convenience by County, Recipient shall be paid for any services properly performed through the termination date specified in the written notice of termination. Recipient acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Recipient, for County's right to terminate this Agreement for convenience, and Recipient hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

#### ARTICLE 9 MISCELLANEOUS

- 9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, media, and other data and documents provided, created or funded in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Recipient hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of expiration or earlier termination of this Agreement, any reports, photographs, surveys, media, and other data and documents prepared by Recipient, whether finished or unfinished, shall become the property of County and shall be delivered by Recipient to the Contract Administrator within seven (7) days of expiration or earlier termination of this Agreement by either party.
- 9.2 Audit Right and Retention of Records. Recipient shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section.
  - 9.2.1 County shall have the right to audit the books, records, and accounts of Recipient and its subcontractors that are related to this Agreement. Recipient and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Recipient and its subcontractors shall preserve and make available at reasonable times, for examination and



audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

9.2.2 As applicable or as may be required by Chapter 119, Florida Statutes, the Recipient shall comply with Florida's Public Records Law. To the extent Recipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Recipient shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that 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 record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and

d. Upon completion of this Agreement, transfer to County, at no cost, all public records in possession of Recipient upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Recipient transfers the records to County, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Recipient keeps and maintains public records upon completion of this Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Recipient to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Recipient will provide any requested records to County to enable County to respond to the public records request.

**IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT AT THE FOLLOWING: ATTN: ARTS ADMINISTRATOR & DIRECTOR OF CULTURAL DIVISION, (954) 357-7869, GKEWL@BROWARD.ORG & EBOSWORTH@BROWARD.ORG, 100 S. ANDREWS AVE., 6<sup>TH</sup> FLOOR, FORT LAUDERDALE, FLORIDA 33301.**

- 9.3 Truth-In-Negotiation Representation. Recipient represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.
- 9.4 Public Entity Crime Act. Recipient represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Recipient further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Recipient has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Recipient under this Agreement.
- 9.5 Independent Contractor. Recipient is an independent contractor under this Agreement. Recipient shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 9.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.
- 9.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The

addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

Broward County, Cultural Division  
Attn: Earl Bosworth, Director  
100 S. Andrews Ave., 6th Floor  
Fort Lauderdale, Florida 33301  
Email address: EBosworth@broward.org  
With simultaneous copy of e-mail to GKewl@broward.org

Notice to Recipient:

Robert W. Runcie  
Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida.. 33301  
Email address: supt\_runcie@browardschools.com

With Copy To:

Attn: Leona Miracola, Director, Innovative Programs Design/Support  
Broward County Public Schools  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Email address: leona.miracola@browardschools.com

- 9.8 Assignment and Performance. Except for subcontracting approved by County as provided in Article 2 or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Recipient without the prior written consent of County. If Recipient violates this provision, County shall have the right to immediately terminate this Agreement. Recipient represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Recipient agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.
- 9.9 Conflicts. Recipient agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Recipient's loyal and conscientious exercise of the judgment and care required to perform under this Agreement.

Recipient further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding relating to this Agreement in which he, she, or Recipient is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an

expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding relating to this Agreement unless compelled by court process. The limitations of this section shall not preclude Recipient or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding relating to this Agreement. Recipient agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations relating to this Agreement contained in this paragraph.

- 9.10 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.
- 9.11 Compliance With Laws. Recipient shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.
- 9.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 9.13 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.
- 9.14 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
- 9.15 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the

state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RECIPIENT AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

9.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party, including as provided in Exhibit A if applicable. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

9.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.18 Payable Interest.

9.18.1 Payment of Interest. County shall not be liable to pay any interest to Recipient for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Recipient waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.18.2 Rate of Interest. If, for whatever reason, Section 9.18.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.19 Incorporation by Reference. Any and all Recital clauses stated above are true  
Broward and School Board

and correct and are incorporated herein by reference. Exhibits A and B are attached and are incorporated herein by reference.

- 9.20 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 9.21 Contingency Fee. Recipient represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Recipient. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Recipient under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.
- 9.22 Nondiscrimination. Recipient may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Recipient shall include substantially similar language in its contracts with any and all permitted subcontractor(s) or sub-consultants.
- 9.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reasons of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

incurred by Recipient up to and including the date of the event resulting in the non-performance by Recipient.

- 9.24 Multiple Originals. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

*(The remainder of this page is intentionally left blank.)*

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR BROWARD CULTURAL COUNCIL, CAEP18-2016

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through the County Administrator, authorized to execute same by Board action, and the Recipient, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, signing by and through its CHAIR, duly authorized to execute same.

COUNTY

WITNESSES:

Susan Seferian  
Signature above

Print Name: SUSAN SEFERIAN

Matthew Eaton  
Signature above

Print Name: MATTHEW EATON

Insurance requirements approved by Broward County Risk Management Division

Jacqueline A. Binns 10/27/16  
By Risk Management Division  
Signature (Date)  
Jacqueline A. Binns

Print Name and Title above  
Contracts Manager

ASF:dp  
2016-08-16 CAEP 18-2016 School Board BC & Broward.A01  
08/16/16  
#16-110

Broward and School Board

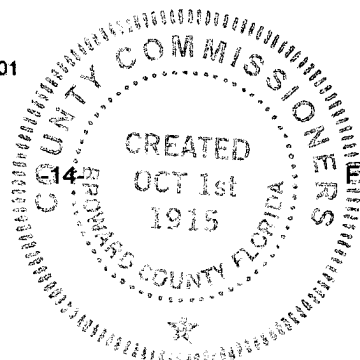
BROWARD COUNTY, through its County Administrator

By [Signature]  
for County Administrator

1st day of November, 2016

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

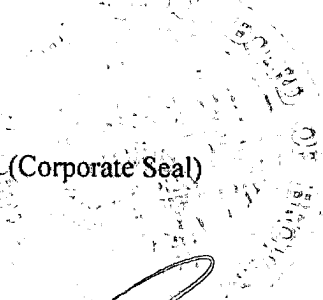
By Andrea S. Froome (10-27-16)  
Andrea S. Froome (Date)  
Senior Assistant County Attorney



2016 CAEP Agreement



AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA, FOR BROWARD CULTURAL COUNCIL,  
CAEP18-2016



(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: 2016.09.09 14:48:08 -04'00'

Office of the General Counsel

## EXHIBIT "A"

### SCOPE OF SERVICES

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR BROWARD CULTURAL COUNCIL, CAEP18-2016

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Recipient"), has been awarded incentive funds under the following incentive program in the amount specified:

Community Arts Education Partnerships Program ("CAEP")           \$30,000  
CAEP18 - 2016

Funding for the program shall be paid to Recipient by County in accordance with the following:

Project Start Date: By the commencement date of the Term stated in Section 3.1

Project End Date: By the ending date of the Term stated in Section 3.1

- I. **Project Title:** Arts in Education Program
- II. **Project Budget:** The total project budget is \$60,000
  - A. County's maximum-not-to-exceed funds: \$30,000.
  - B. Cash Match requirements of Recipient: \$30,000.
- III. **PROJECT TYPE:** Block Grant
- IV. **SCOPE OF SERVICES:**
  - A. The Recipient and County's Cultural Division ("Division") will jointly develop professional development, arts-based residencies, and school beautification through the arts activities that advance learning, access, and inclusivity through the arts and arts education.
  - B. The Recipient shall ensure that its workshops for artists and educators promote the development of the following:
    1. Cognitive, behavioral, and affective learning in one or more arts disciplines;
    2. Knowledge and skills in the theories and/or methods of arts instruction and/or arts integration; and/or

3. Strengthening parent, family, and community engagement through arts-based strategies.
- C. Recipient's presentations, workshops, and locations must be approved in advance in writing (by e-mail or otherwise) by the Division (through its Contract Administrator or Arts Administrator and will include, but not limited to the following:
    1. Annual Arts Integration Conference
    2. Annual South Florida Gifted and Talented Symposium
    3. Turnaround Arts – Arts Integration Professional Development
    4. Cultural Arts Literacy Initiative
    5. Superintendent's Art Exhibition
    6. Elementary Music Assessments
    7. School Beautification through the Arts
  - D. Instructors and Presenters - The Division (through its Contract Administrator or Arts Administrator) and the Recipient (through its Director of Innovative Programs Design/Support for Broward County Public Schools) shall jointly determine, select, and approve artists and educators with required skills and qualifications who are eligible to provide professional development presentations and workshops on behalf of Recipient.
  - E. The Recipient will provide in-service credits and/or independent study credits for all Broward County school-based teachers, including charter schools participating in any professional development presentation or workshop as part of this Agreement.

## **VII. KEY INDIVIDUALS**

- A. For Recipient: The School Board of Broward County  
Leona Miracola, Director  
Innovative Programs Design/Support  
Broward County Public Schools  
600 Southeast Third Avenue  
Fort Lauderdale, FL 33301  
Phone: (754) 321-2070 Fax: (754) 321-2718  
leona.miracola@browardschools.com
- B. For County: Broward County Cultural Division  
Grace Kewl-Durfey, Arts Administrator

**XI. CHANGES TO THE SCOPE OF SERVICES**

Recipient shall submit a Grant Change Request Form to the Division for the following:

1. Changes in Project Scope;
2. Project Extension which may also require subsequent written amendment to the Agreement; and
3. Budget Revisions.

**XII. MARKETING**

During the Term, Recipient will post the ArtsCalendar.com banner web link (<http://www.artscalendar.com/>) on the Recipient's website. Recipient can obtain instructions at the link: <http://www.broward.org/Arts/Funding/Pages/ArtsCalendar.aspx>. There is no need to upload any images to Recipient's site, since the Recipient can simply copy the code into the body of Recipient's webpage at its designated location. The logo will appear in the location linked to ArtsCalendar.com. ArtsCalendar.com is the leading online resource for arts and cultural information for Broward County. The Recipient will acknowledge the County's funding with the correct attribution statement and County logo, as specifically outlined in the incentive program's guidelines. For instructions, the Recipient can go to: <http://www.broward.org/Arts/Funding/Pages/Logos.aspx>.

**XIII. PROJECT EXPENSES**

<b>County's Community Arts Education Partnership Funds</b>	<b>Recipient Match</b>
Artistic Services	Artistic Services
Professional Services	Professional Services
Technical Services	Technical Services
Supplies	Marketing
Marketing	Supplies
Equipment	Equipment
<b>Total: \$30,000</b>	<b>Total: \$30,000</b>

#### **XIV. FUNDS**

- A. County's maximum not-to-exceed funds: **\$30,000**
  
- B. The County will purchase 30,000 units of service at a cost of One Dollar (\$1) per unit during the Term. A unit of service is defined as One Dollar (\$1) of allowable project-related expenses. The maximum costs of all units purchased shall not exceed the amount of Thirty Thousand Dollars (\$30,000).
  
- C. Cash Match requirements of Recipient: **\$30,000**
  
- D. Total funds available to Recipient (including County's funds and Recipient's cash match): **\$60,000**
  
- E. **Funding Restrictions**

**Incentive program funds MAY NOT be used for the following.**

- 1. Expenses incurred or obligated prior to or after the grant period stated in Section 3.1 (Term);
- 2. Capital construction or real property;
- 3. Interest or reductions of deficits or loans, fines, penalties, or cost of litigation;
- 4. Prize money, scholarships, awards, plaques, certificates, or contributions;
- 5. Benefits and projects planned primarily for fund-raising purposes;
- 6. Entertainment and promotions, including related expenses such as receptions, food, beverages, flowers, and T-shirts;
- 7. Admissions to cultural programs, exhibits, or performances;
- 8. Travel;
- 9. Matching funds for another County's Cultural Division or Broward Cultural Council's grant;
- 10. Using one County grant as matching funds for another County grant;
- 11. Telemarketing;

12. Transportation;
13. Equipment in excess of fifteen percent (15%) of the project budget;
14. Space costs for facilities used by eligible applicants or collaborators in the normal course of their operations;
15. Administrative fees; and
16. Any other expenditure not authorized by Section I-90 Broward County Code of Ordinances.

**F. Obtaining Award Funds**

**1. Requesting Payment**

**i. Invoice Form**

The County prepared "Pre-Paid Invoice Form" is to be used to submit invoices for services rendered which can be submitted as needed, subject to approval by Contract Administrator.

**ii. Invoice Documentation**

Recipient shall provide the following as an attachment to the units of service invoice:

- a) A brief description of activities completed during the period for which payment is requested to support the requested payment.
- b) Print and promotional materials, publications, website, and online information which must include Broward County's logo and attribution statement;
- c) Classes, Workshops, Events:
  - 1) Sign-In Sheets
  - 2) Surveys
  - 3) Photographs
- d) Artistic, Professional, and Technical Services:
  - 1) Date(s) of Service
  - 2) Name and Contact Information of Service Provider
  - 3) Description of Service(s) Performed
  - 4) Number of Hours Served

- 5) Fee Per Hour
- e) Marketing - Purchase receipts for any materials and marketing services;
- f) Equipment, Supplies - Purchase receipts; and
- g) Space Rental - Rental agreement if not excluded under funding restrictions.

**G. Final Payment**

Final payment is subject to the submittal to, and approval by Contract Administrator of, the following documents.

- 1. Exhibit B - Project Summary and Evaluation Report; and
- 2. Partner and Collaborator Evaluation Report(s) for each partner and collaborator identified below.

**XV. FUNDED ACTIVITIES**

All funded activities shall occur in Broward County solely during the Term as stated in Section 3.1. Notwithstanding the date that this Agreement is fully executed by both parties, the Agreement, including all payment obligations, shall commence on the Effective Date stated in Section 3.1 but only after it is fully executed by both parties. The County represents that the Recipient cannot rely upon the funding provided in this Agreement until the Recipient is in receipt of a fully executed copy of this Agreement executed by the County, through its County Administrator or Board.

*(The remainder is intentionally left blank.)*

**EXHIBIT B-BROWARD CULTURAL COUNCIL  
COMMUNITY ARTS EDUCATION PARTNERSHIPS  
PROJECT SUMMARY & EVALUATION REPORT**

This project summary and evaluation report must be filed with the Cultural Division with the final invoice and no later than 30 days after the completion of the project.

**1. Applicant Information**

BCC Grantee #:	
Grantee Name:	
Mailing Address:	
Email Address:	
Telephone:	
Project Title:	
Date project began:	
Date project ended:	
Amount of Grant Award:	
Total Cost of Project:	
Commission District(s) Served:	
Legislative District(s) Served:	

**2. Staff/Outside Professionals engaged in the project.**

Number	Artists	Program / Professionals	Administrative	Other Staff	Board	Totals
Full-time						
Part-time						
Volunteers						
Totals						

**3. Clients Served by Project**

Age	Male	Female	African American	Asian / Pacific Islander	Caucasian	Hispanic/ Latino	Native American	Disabled
Under 6								
6 – 10								
11 – 16								



17 – 55								
Age	Male	Female	African American	Asian / Pacific Islander	Caucasian	Hispanic/ Latino	Native American	Disabled
Over 55								
Totals								

**4. Participation**

a.	How many participants signed up?	
b.	How many completed the program(s)?	
c.	What was the average attendance throughout the project?	

**5. Outcomes – Demonstrate achievement of the outcomes projected in the application (add additional rows if needed)**

a. What occurred for participants?

PROJECTED OUTCOME	ACTUAL OUTCOME

b. What were the project outcomes?

PROJECTED OUTCOME	ACTUAL OUTCOME

6. Materials

\_\_\_\_\_ Copies of programs and other promotional materials showing the Broward County funding statement and logo.

\_\_\_\_\_ Electronic/digitized images that clearly document the organization's or individual artist's grant activity are preferred. Email images to [gkewl@broward.org](mailto:gkewl@broward.org). In the email subject line indicate the following: BCC Grant #: Awardee name

**CERTIFICATION:** It is certified that the information provided is true and correct, and grant expenditures were incurred solely for the purpose of the approved grant activity.

Signature - Chief Executive Officer	Signature - Project Director
Typed name of CEO:	Typed name of Project Director:
Date:	Date:

Please return completed reports to: Grace Kewl-Durfey  
Cultural Division, 100 S Andrews Avenue, 6 Fl, Fort Lauderdale, FL 33301