



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-12-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	FF. OFFICE OF ACADEMICS
DEPARTMENT	Early Learning/School Readiness

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:
FF-2.

TITLE:
Agreement between The School Board of Broward County, Florida, (SBBC) Gulfstream Early Childhood Center of Excellence and Broward County

REQUESTED ACTION:
Approve agreement between The School Board of Broward County, Florida, (SBBC) Gulfstream Early Childhood Center of Excellence and Broward County.

SUMMARY EXPLANATION AND BACKGROUND:
Broward County, through the Commission's Office and Children's Service Administration, has been actively involved in the design, vision, and model for Gulfstream Early Childhood Center of Excellence (redesign of the former Gulfstream Middle School). As part of the support for the overall Gulfstream project, Broward County Children's Services Administration is allocating \$100,000 to fund an administrator for the site. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. Broward County will sign this agreement following the School Board approval.

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

FINANCIAL IMPACT:
The potential positive impact to the District is \$100,000.

EXHIBITS: (List)
(1) Executive Summary - Broward County and Gulfstream (2) Broward County Gulfstream Early Child Cntr - 201800360 KJA LEG SUFF ELEC SIG 11-17-17

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Lori Canning	Phone: 754-321-1953
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Daniel Gohl - Chief Academics Officer

Signature
Daniel F. Gohl
11/28/2017, 3:22:41 PM

Approved In Open Board Meeting On: **DEC 05 2017**
By: *Nora Rupert*
School Board Chair

EXECUTIVE SUMMARY

Agreement between Broward County and The School Board of Broward County for consultation Services for on-site oversight to the Gulfstream Early Childhood Center of Excellence.

Agreement	Broward County and The School Board of Broward County, Florida
Status	The contract is currently with the Broward County Government Attorney and is in the process of final revisions based on feedback from the SBBC attorney.
Financial Impact Statement	The potential positive financial impact is \$100,000.
Managing Department/School	Early Learning Language Acquisition (ELLA)
Source of Additional Information	Lori Canning, Executive Director – Early Learning Language Acquisition (ELLA) 754-321-1953
Project Description	<p>Broward County, through the Commission’s Office and Children’s Services Administration, has been actively involved in the design, vision, and model for Gulfstream Early Childhood Center of Excellence (redesign of the former Gulfstream Middle School). As part of the support for the overall Gulfstream project, Broward County Children’s Services Administration is allocating \$100,000 to fund an administrator for the site. This position will be added to the Early Learning Language Acquisition Division Organization structure as a Curriculum Supervisor, School Readiness, reporting directly to the Executive Director of Early Learning Language Acquisition. This administrator will be responsible for the continued development and implementation of the model to include but not limited to:</p> <ol style="list-style-type: none"> 1. Early Childhood Professional (Birth- Age 8) Learning and Development (hub and Lab School) 2. Community and State Collaboration 3. High Quality Early Education Center (Birth to Pre-K) 4. Family Strengthening and Social Services Connections 5. Adult Education (ESOL, GED, Family Literacy) 6. Childcare Licensing 7. Childcare Accreditation <p>These key focus areas will impact both Broward County Public Schools, teachers and students, along with the Broward Early Childhood community at large. The allocation will fund the position from January 1, 2017 to December 31, 2017, with opportunities for continued external funding available in Fall 2017. Sustainability of the position will be dependent on continuation of external funding.</p>
Evaluation Plan	<p>Exhibit A details deliverables, required activities, and timeline for the identified work of the administrator position, all aligned with the main focus areas of the position:</p> <ul style="list-style-type: none"> • Oversee entry and continued operations of partner organizations housed on site

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	<ul style="list-style-type: none"> • Facilitate operations of partner meetings, Professional Development, Site Outreach • Identify funding opportunities and implement processes for generating additional funds and partners • Oversee development of early childhood classrooms on site, including enrollment, registration, and facilities <p>Evaluation of the position and impact in the areas above will be measured through partner logs, events calendars and agendas, fundraising, and facilities development.</p>
<p>Research Methodology</p>	<p>A critical time to shape productivity is from birth to age five, when the brain develops rapidly to build the foundation of cognitive and character skills necessary for success in school, health, career and life. Early childhood education fosters cognitive skills along with attentiveness, motivation, self-control and sociability—the character skills that turn knowledge into know-how and people into productive citizens.</p> <p>Every child needs effective early childhood supports—and at-risk children from disadvantaged environments are least likely to get them. They come from families who lack the education, social and economic resources to provide the early developmental stimulation that is so helpful for success in school, college, career and life. Poor health, dropout rates, poverty and crime can be addressed with risks substantially reduced for all children with appropriate investments in developmental opportunities for at-risk children.</p> <p>Research and economic studies show that investing in early childhood education for at-risk children is an effective strategy for reducing social costs and promoting overall economic growth. Our economic future depends on providing the tools for upward mobility and building a highly educated, skilled workforce. Early childhood education is the most efficient way to accomplish these goals. Examples of return on investment, both academic and economic include:</p> <ul style="list-style-type: none"> • Analysis of Perry Preschool program shows a 7% to 10% per year return on investment based on increased school and career achievement as well as reduced costs in remedial education, health and criminal justice system expenditures (Heckman) • Analysis of Abecedarian/CARE’s comprehensive, high-quality, birth-to-five early childhood programs for disadvantaged children, which yielded a 13% return on investment per child, per annum through better education, economic, health, and social outcomes (Heckman) • The National Forum on Early Childhood Policy and Programs has found that high quality early childhood programs can yield a \$4 – \$9 dollar return per \$1 invested. • Economic analyses of several early childhood interventions demonstrate that effective programs can repay the initial investment with savings to government and benefits to society down the road (RAND). • Participation in an early childhood setting alone is not sufficient to

EXECUTIVE SUMMARY

	achieve good school outcomes. Research has demonstrated that quality makes a difference to cognitive development. (Georgetown University, 2016)
Alignment to Strategic Goals	High Quality Education, Effective Communication, Continuous Improvement Focus Area: Early Childhood Education



**AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY
FOR FUNDING ASSISTANCE FOR THE GULFSTREAM EARLY CHILDHOOD CENTER OF
EXCELLENCE**

This is an Agreement (“Agreement”), made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and The School Board of Broward County, Florida (“School Board”) (collectively referred to as the “Parties”).

WHEREAS, School Board has established the Gulfstream Early Education Center of Excellence (“ECCE”) to provide high quality early care and education and engage in community focused services to include adult education, family strengthening, health and wellness, and professional development opportunities for early childhood educators; and

WHEREAS, County has determined it is in the public interest to providing funding to assist in the initial establishment of the (“ECCE”); NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator.** The Director of Broward County Human Services Department (“Human Services”), Deputy Director of Human Services, or the Division Director of the Human Services division administering the Agreement.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.5 **Services.** All work required by the School Board under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.

ARTICLE 2. FUNDING

- 2.1 County shall provide School Board with an amount not to exceed One Hundred Thousand Dollars (\$100,000) to assist School Board with funding the position of an oversite administrator (“Administrator”) to oversee the daily operations, communications, and implementation of the key components of the ECCE. The Administrator shall manage the daily operations and programs of the ECCE which shall include, but not be limited to, Early Childhood Professional Learning and Development, Community and State Collaboration, High Quality Early Education Center, Family

Strengthening and Social Services Connections, Adult Education, Childcare Licensing, and Childcare Accreditation.

2.2 This is a monthly cost reimbursement Funding Agreement. County shall reimburse the School Board for Administrator services actually delivered, invoiced, and documented as specified in Exhibit A. An original invoice plus one (1) complete copy with supporting documentation are due to County from School Board on or before the 15th day of the month beginning the first month following execution of this Agreement, unless otherwise approved in writing by the Contract Administrator.

In order to be deemed proper all invoices must comply with the requirements set forth in this Funding Agreement and must be submitted on the form prescribed by County. County shall pay School Board within thirty (30) calendar days of receipt of School Board's proper invoice. Further, County may deduct any monies due from School Board from any outstanding invoice, whether contained in this Agreement or in another agreement School Board maintains with County, as a result of a monitoring or other situation where County identifies money due from School Board to County.

Invoices and/or documentation returned to School Board for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to School Board. School Board shall sign and date any revised invoice(s). Submission of accurate, timely documentation and other requested information as required by County shall be considered a factor in evaluating future funding requests.

2.3 The certification statement on the monthly invoice submitted by School Board shall be certified and signed by School Board.

2.4 Any invoice submitted by SBBC that is not properly submitted within forty-five (45) calendar days of the expiration of any term of this Agreement or within forty-five (45) calendar days of termination of this Agreement shall not be payable unless an extension has been granted in writing by the Contract Administrator. Submission of an accurate invoice, timely documentation, and other requested information as required by County may be considered as a factor in evaluating future funding requests. Invoices or documentation returned to School Board for corrections shall not be considered as properly submitted and shall be cause for delay in receipt of payment by School Board.

2.5 All payments shall be made solely in the name of School Board as the official payee. The name, address, and telephone number to whom payment shall be made on behalf of SBBC are as follows:

Payee: The School Board of Broward County, Florida
Address: 600 SE 3rd Avenue, 7th Floor
Fort Lauderdale, FL 33301
Telephone: (754) 321-8124

It is School Board's responsibility to advise the Contract Administrator, in writing, of any changes in address or telephone number, including changes of administrative and service locations.

2.6 School Board acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the funding assistance authorized in this Agreement.

2.7 County, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to School Board if School Board does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of said reports and plans. Express identification of certain terms herein as material shall not be construed to mean that other terms herein are not material. Suspension of payment by County may last through the duration of noncompliance by School Board as determined solely by the Contract Administrator, and any suspended payments shall not be subject to the payment of interest by County.

ARTICLE 3. TERM

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end one year from that date ("Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of School Board required by this Agreement shall be completed no later than the last day of the this agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. GOVERNMENT IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. School Board is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 5. INSURANCE

School Board is an entity subject to Section 768.28, Florida Statutes, and School Board shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 6. TERMINATION

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, School Board's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if School Board is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if School Board provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

6.4 In the event this Agreement is terminated for convenience by County, School Board shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. School Board acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by School Board, for County's right to terminate this Agreement for convenience.

6.5 In the event this Agreement is terminated for any reason, any amounts due School Board shall be withheld by County until all documents are provided to County pursuant to Section 8.1.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may 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.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, School Board grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by School Board, whether finished or unfinished, shall become the property of County and shall be delivered by School Board to the Contract Administrator within seven (7) days of termination of this Agreement. Any compensation due to School Board shall be withheld until all documents are received as provided herein. School Board shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

8.2 Public Records. To the extent School Board is acting on behalf of County as stated in Section 119.0701, Florida Statutes, School Board 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 or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of School Board or keep and maintain public records required by County to perform the services. If School Board transfers the records to County, School Board shall destroy any duplicate public records that are exempt or confidential and exempt. If School Board keeps and maintains public records, School Board 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 School Board 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. School Board will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that School Board contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, School Board must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by School Board as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by School Board. School Board shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8647, MWells@broward.org, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.

8.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of School Board and its Subcontractors that are related to this Agreement. School Board 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 and performance thereunder. All books, records, and accounts of School Board and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, School Board or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

School Board and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at School Board's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the School Board in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to the County by the School Board in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to School Board.

School Board shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

8.4 Truth-In-Negotiation Representation. School Board's compensation under this Agreement is based upon representations supplied to County by School Board, and School Board certifies that the wage rates, factual unit costs, and other information supplied to substantiate School Board's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

8.5 Public Entity Crime Act. School Board 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, School Board 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 School Board has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to School Board under this Agreement.

8.6 Independent Contractor. School Board is an independent contractor under this Agreement. In providing Services under this Agreement, neither School Board nor its agents shall act as officers, employees, or agents of County. School Board shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

8.7 **Third Party Beneficiaries.** Neither School Board nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.8 **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 in accordance with the provisions of this Section.

FOR COUNTY:

Director, Community Partnerships Division
Governmental Center, Room A370
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR SCHOOL BOARD:

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

8.9 **Assignment and Performance.** Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by School Board without the prior written consent of County. If School Board violates this provision, County shall have the right to immediately terminate this Agreement. School Board 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. School Board 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.

8.10 **Conflicts.** Neither School Board nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with School Board's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of School Board's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or School Board 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 unless compelled by court process. The limitations of this section shall not preclude School Board or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event School Board is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, School Board shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as School Board.

8.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure 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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.12 Compliance with Laws. School Board shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.13 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.

8.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.15 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. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.17 Law, Jurisdiction, Venue, 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 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 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, SCHOOL BOARD AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.18 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 the Board and School Board or others delegated authority or otherwise authorized to execute same on their behalf.

8.19 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.

8.20 Payable Interest

8.20.1 Payment of Interest. County shall not be liable to pay any interest to School Board for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof School Board 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 subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

8.20.2 Rate of Interest. If the preceding subsection is inapplicable or 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).

8.21 **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

8.22 **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.23 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

8.24 **Drug-Free Workplace.** It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this Agreement by School Board shall serve as School Board's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this Agreement.

8.25 **Contingency Fee.** School Board represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for School Board, 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 School Board. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due School Board under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same, and The School Board of Broward County, Florida, signing by and through its Chair, duly authorized to execute same.

COUNTY

WITNESS:

Susan Seferian
(Signature)

SUSAN SEFERIAN
(Print Name of Witness)

Mary Anne Darby
(Signature)

MARY ANNE DARBY
(Print Name of Witness)

Insurance requirements approved by Broward County Risk Management Division:

By: Colleen Pounall

Name: Colleen Pounall

Title: Risk Analyst

BROWARD COUNTY, by and through its County Administrator

By: Bertha J...
County Administrator

18th day of December 20 17

Approved as to form by
Andrew J. Meyers
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By: Sharon V. Thorsen 12-14-17 (Date)
Senior Assistant County Attorney



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12/13/2017
#17-070

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA FOR FUNDING ASSISTANCE FOR THE GULFSTREAM EARLY CHILDHOOD CENTER OF
EXCELLENCE

SCHOOL BOARD

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By: _____

Nora Rupert
Chair, Nora Rupert

5th day of *December* 20 *17*

ATTEST:

Signature

Robert W. Runcie

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@browardschools.com
Reason: Broward County, by and through its Board of
County Commissioners - Funding Assistance for The
Gulf Stream Early Childhood Center of Excellence
Date: 2017.11.17 11:07:51 -05'00'

Office of the General Counsel

EXHIBIT A

REQUIRED ACTIVITIES, DELIVERABLES, TIMELINE, BUDGET & REIMBURSEMENT

Goal	Program Deliverables	Distribution Format	Due Date
<ol style="list-style-type: none"> 1. Develop and Coordinate Master Facility-Use Calendar 2. Oversee entry and continued operations of partner organizations housed on site 3. Coordinate Lease Agreements 4. Identify funding opportunities and implement processes for generating additional funds and partners 	<ol style="list-style-type: none"> 1. Digital Master Calendar 2. Partnership Log with safety and security procedures and move in records detailed (Continued Monthly Based on New Partnership Opportunities 3. Develop plan and schedule for partner Lease agreements 4. Monthly funding update, including new written grant proposals, partnership connections, and new/continued funding 	<p>Monthly Summary Report based on Goals/Deliverables</p>	<p>2/15/18 (for January's activities)</p>
<ol style="list-style-type: none"> 1. Oversee entry and continued operations of partner organizations housed on site 2. Facilitate operations of Partner Meetings, Professional Development, Site Outreach, and Community Support 3. Identify funding opportunities and implement processes for generating additional funds and partners 4. Create plan for early childhood classrooms on site, including and enrollment, registration, and facilities 	<ol style="list-style-type: none"> 1. Partnership Log with safety and security procedures and move in records detailed (Continued Monthly Based on New Partnership Opportunities) 2. Monthly event calendar with supporting documents (meeting and professional learning overview, participant list, outcomes, sign in sheets, agendas, etc.) 3. Monthly funding update, including new written grant proposals, partnership connections, and new/continued funding 4. Early Childhood Classroom Transition Plan 	<p>Monthly Summary Report based on Goals/Deliverables</p>	<p>3/15/18 (for February's activities)</p>
<ol style="list-style-type: none"> 1. Oversee entry and continued operations of partner organizations housed on site 2. Facilitate operations of partner meetings, Professional Development, Site Outreach 3. Identify funding opportunities and implement processes for generating additional funds and partners 4. Oversee development of early childhood classrooms on site, including enrollment, registration, and facilities 	<ol style="list-style-type: none"> 1. Partnership Log with safety and security procedures and move in records detailed (Continued Monthly Based on New Partnership Opportunities) 2. Monthly event calendar with supporting documents (meeting and professional learning overview, participant list, outcomes, sign in sheets, agendas, etc.) 3. Monthly funding update, including new written grant proposals, partnership connections, and new/continued funding Early Childhood Facilities Overview Update 4. Early Childhood Facilities Overview Update 	<p>Monthly Summary Report based on Goals/Deliverables</p>	<p>Due by the 15th day of the following months of April-December, 2018</p>

EXHIBIT A

REQUIRED ACTIVITIES, DELIVERABLES, TIMELINE, BUDGET & REIMBURSEMENT

Line Item	Maximum Amount
Gulfstream Early Childhood Center of Excellence	
Site Supervisor- Salary	\$75,000
Site Supervisor-Fringe and Benefits	\$21,588
Site Supervisor-Operational and Administrative Resources	\$3,412
<p>Oversee daily operations, communications, and connections for the effective implementation of the key Gulfstream components of:</p> <ul style="list-style-type: none"> • Early Childhood (B-Age 8) Professional Learning and Development (Hub and Lab School) • Community and State Collaboration • High Quality Early Childhood Education Center (Birth to PreK) • Family Strengthening and Social Services Connections • Adult Education (ESOL, GED, Family Literacy) • Childcare Licensing • Childcare Accreditation 	