



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-26.

MEETING DATE

2019-06-11 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Recommendation to Approve Agreement - FY20-038 - Driver Safety and Education Program

## REQUESTED ACTION:

Approve the recommendation to award the above agreement with the Board of County Commissioners of Broward County. Contract Term: October 1, 2018 through September 30, 2019, 4 Months; User Department: Applied Learning; Award Amount: None; Awarded Vendor(s) Board of County Commissioners of Broward County; Small/Minority/Women Business Enterprise Vendor(s): None.

## SUMMARY EXPLANATION AND BACKGROUND:

In 2002, the Florida Legislature approved Statute 318.1215 the Don Slosberg Driver Education Safety Act, which provides additional funding for the driver education programs in public and non-public schools. The legislation provides funding for the direct educational expenses of the driver education program. The funding, from this statute, comes from fees paid as part of traffic tickets. This Agreement has a start date of October 1, 2018, in order to provide funding for this current fiscal year.

This provider agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. The Board of County Commissioners of Broward County will sign this Agreement following School Board approval of this Agreement.

## SCHOOL BOARD GOALS:

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

## FINANCIAL IMPACT:

There will be a positive financial impact to the District. The District will receive quarterly payments from Broward County to support driver's education.

## EXHIBITS: (List)

(1) Executive Summary (2) Agreement

## BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

## SOURCE OF ADDITIONAL INFORMATION:

Name: Susan Cantrick

Phone: 754-321-1859

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

6/3/2019, 11:48:44 AM

Approved In Open  
Board Meeting On:

By:

JUN 11 2019

*Heather P. Burkhardt*

School Board Chair

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ MLW/MCC/SC:ch

## EXECUTIVE SUMMARY

### Recommendation to Approve Agreement FY20-038 – Driver Safety and Education Program

---

#### Introduction

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the recommendation to award the agreement FY20-038 – Driver Safety and Education Program, for one (1) year from October 1, 2018 through September 30, 2019, with an option to renew for four (4) additional one (1) year periods. The Board of Broward County Commissioners will provide a letter to the School Board for each option renewal period to see if the School Board of Broward County, Florida (SBBC), wants to renew the contract for an additional year. An Amendment to the agreement will be issued for each option to renew the agreement for an additional year and brought to the School Board for approval.

The Driver Safety and Education program provides instruction to students who want to learn traffic rules and how to safely operate a motor vehicle and this agreement allows SBBC to receive funds from Broward County.

#### Goods/Services Description

**Responsible: Applied Learning Department**

The Florida Legislature, through the Dori Slosberg Driver Education Safety Act, has authorized a board of county commissioners to require, by ordinance, that the clerk of court collect additional funds with each civil traffic penalty to fund driver education programs in public and non-public schools.

The Board of Broward County Commissioners has enacted an ordinance creating the Broward County Driver Education Safety Trust Fund in accordance with the Act, which provides for the administration and disbursement of the funds. Funding given to SBBC has been found and declared to be for a County and public purpose by the Board of Broward County Commissioners.

SBBC's Driver Safety and Education program provides instruction to students who want to learn traffic rules and how to safely operate a motor vehicle. The student must be a resident, registered and attending a public or non-public high school in Broward County. Approximately 6,000 register for this course per year.

The following schools are host sites for the Driver's Education Program:

Boyd Anderson High School	Coconut Creek High School	Coral Glades High School
Coral Springs High School	Cypress Bay High School	Deerfield Beach High School
Dillard High School	Everglades High School	Flanagan High School
J.P. Taravella High School	McArthur High School	Northeast High School
Nova High School	Plantation High School	West Broward High School

#### Procurement Method

**Responsible: PWS**

The procurement method chosen was through a direct negotiation which is allowed by School Board Policy 3320, Part II, Rule M and Florida Administrative Code 6A-1.012(6). In lieu of requesting competitive solicitations from three (3) or more sources, The School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. When the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. Purchases of \$500,000 or more under this section must have prior School Board approval.

**Recommendation to Approve Agreement**  
**FY20-038 – Driver Safety and Education Program**  
**June 11, 2019 Board Agenda**  
**Page 2**

**Financial Impact**

**Responsible: PWS and Applied Learning Department**

Florida Statute 318.1215, the Dori Slosberg Driver Education Safety Act provides funding for driver's education programs in public schools. The funding for this statute comes from fees paid as part of traffic tickets.

There is a positive financial impact to the District. Funding received from the Broward County, from previous years, for this program, can be found below:

**Funds received from Broward County**

	2016	2017	2018	2019
Q1	\$138,466.23	\$169,938.43	\$94,960.62	\$169,938.43
Q2	\$208,469.80	\$169,417.99	\$170,372.43	\$169,417.99
Q3	\$217,319.06	\$183,834.44	\$190,947.48	n/a
Q4	\$193,594.02	\$211,497.24	\$222,550.01	n/a
Total	\$757,849.11	\$734,688.10	\$678,830.54	\$339,356.42

\* 2019 numbers for Q3 and Q4 to be calculated.

**AGREEMENT BETWEEN BROWARD COUNTY AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR FUNDING ASSISTANCE FOR DRIVER AND SAFETY EDUCATION**

Agreement Number: 19-CP-CSA-8267-01

This Agreement ("Agreement") is 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, a school board ("Provider"). County and Provider are collectively referred to as the "Parties."

**RECITALS**

A. The Florida Legislature ("Legislature"), through the Dori Slosberg Driver Education Safety Act (the "Act"), has authorized a board of county commissioners to require, by ordinance, that the clerk of court collect additional funds with each civil traffic penalty to fund driver education programs in public and nonpublic schools.

B. The Board of County Commissioners of Broward County has enacted an ordinance creating the Broward County Driver Education Safety Trust Fund in accordance with the Act, which provides for the administration and disbursement of the funds.

C. Funding given to Provider has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Clients** mean residents of Broward County attending high school who are more fully described in Exhibit D-1, Scope of Services.
- 1.3 **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement, as specified in Exhibit A, Agreement Specifications. The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement, but the Scope of Services may not be changed through such instructions and determinations except as otherwise provided in this Agreement.
- 1.4 **Contract Manager** means the Human Services Department division staff person who coordinates and communicates with Provider and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement. The Parties may also rely on the instructions or determinations made by the Contract Manager in the administration of this Agreement, but the Scope of Services may not be changed through such instructions and determinations except as otherwise provided in this Agreement.

- 1.5 **County Administrator** means the administrative head of County appointed by the Board.
- 1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.7 **County Business Enterprise or "CBE"** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.8 **HSD** means the Broward County Human Services Department.
- 1.9 **Initial Term** means the initial contracted period as specified in Article 2, Term of Agreement.
- 1.10 **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as specified in Article 2, Term of Agreement.
- 1.11 **Provider Handbook** mean Broward County's Human Services Department manual for Recipients of services that contains standard forms, performance measures, and other documents and standard practices, as amended from time to time by County, which Handbook is incorporated herein by reference.
- 1.12 **Repository** means HSD's repository under County's Office of Evaluation and Planning. The repository address is identified in the Provider Handbook.
- 1.13 **Services** means all work required by Provider under this Agreement, including services specified in Exhibit D-1, Scope of Services.
- 1.14 **Subcontractor** means an entity or individual providing Services to Provider for all or any portion of the work or Services under this Agreement. The term "Subcontractor" shall include all subconsultants.

## **ARTICLE 2. TERM OF AGREEMENT**

- 2.1. **Term.** The term of this Agreement ("Agreement Term") begins and ends on the dates specified in Exhibit A, "Agreement Specifications.". This Agreement may be renewed by County's Contract Administrator for up to four (4) one-year Option Periods as specified in Exhibit A, subject to availability of funds from revenues collected by the Clerk of Courts for traffic violations in accordance with Section 10.31, Broward County Code of Ordinances. The Contract Administrator must notify Provider of renewal in writing no less than five (5) business days prior to the expiration of the then-current term of the Agreement.
- 2.2. **Continuity of Services.** If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available and expiration of the Agreement would result in a gap in the provision of services, then upon the Board's approval of funds, the term of this Agreement may be extended by the HSD Director or Deputy Director and Provider, via a Contract Adjustment, for a period not to exceed six (6) months.



- 2.2.1. County's decision to exercise an Option Period will be contingent upon, but not limited to, the following:
  - 2.2.1.1. Continued demonstrated and documented need for the services or priority area of funding;
  - 2.2.1.2. Satisfactory contract compliance, program performance, and utilization of funds by Provider, as determined by the Contract Administrator;
  - 2.2.1.3. Demonstrated financial stability by Provider;
  - 2.2.1.4. The availability of funds from County in accordance with Chapter 129, Florida Statutes; and
  - 2.2.1.5. Appropriation of funds by the Board.
- 2.2.2. The Contract Administrator, in his or her sole discretion, will determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

### **ARTICLE 3. SCOPE OF SERVICES**

- 3.1. Provider must provide the services set forth in each Exhibit D-1 for each service category funded by this Agreement and must meet the outcomes in Exhibit D-2. The Scope of Services is a description of Provider's obligations and responsibilities and includes preliminary considerations and prerequisites and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render Provider's performance impractical, illogical, or unconscionable.
- 3.2. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D-1 or applicable no less than thirty (30) calendar days prior to such change in accordance with the "Notices" section of this Agreement. No such opening, closing, or relocation may occur without County's prior written consent, which consent will not be unreasonably withheld.

### **ARTICLE 4. COMPENSATION**

- 4.1. Maximum Funding. To assist Provider with funding the driver safety and education program, County will pay Provider up to the amount budgeted by the Board from the Driver Education Safety Trust Fund as specified in Exhibit A, "Agreement Specifications", for work performed and completed pursuant to this Agreement. County will make quarterly payments based on a pro rata basis calculation of the annual budgeted amount. Provider acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Provider for its services related to this Agreement. This maximum amount, however, does not constitute a limitation upon Provider's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount will be paid to Provider to reimburse its expenses, unless otherwise expressly required in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Provider beyond the Initial Term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended pursuant to Article 2, the maximum amount payable by County must not exceed the amount specified for each period in Exhibit A.

4.2. Invoice Requirements and Due Dates.

4.2.1. Provider must submit an original invoice in a form approved by the Contract Manager plus one (1) complete copy of the invoice with supporting documentation quarterly on or before the date specified in Exhibit E, "Required Reports and Submission Dates." If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Provider must include an itemized expense report as supporting documentation. All reported Services must correspond to the Services on invoices submitted for billing purposes.

4.2.2. Provider must reimburse County, as described in Section 4.2.4 in for any Services that do not comply with this requirement and were previously billed and paid during any term of the Agreement.

4.2.3. The Contract Administrator may authorize manual billing if Provider lacks access to such designated system through no fault of Provider, as determined by the Contract Administrator in his or her sole discretion.

4.2.4. Corrected Invoices.

4.2.4.1. If Provider determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, Provider must include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which services were rendered and must be received by County no later than (i) ninety (90) days following the date the invoice being corrected was originally due to County, or (ii) forty-five (45) days after the end of the Agreement Term, whichever is earlier. Provider must resubmit the original supporting documentation and submit the revised supporting documentation along with a completed "Required Services Documentation" form as provided in the Provider Handbook, unless the Contract Administrator has in writing provided alternative documentation requirements. The invoice including the corrections must be accompanied by a cover letter signed by Provider's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions Provider is taking to prevent recurrence of the error.

4.2.4.2. If County determines that Provider has previously incorrectly billed and was reimbursed for a period within the current contract term, Provider

must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the contract term in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.

- 4.2.4.3. To be a proper invoice, as defined by the Florida Prompt Payment Act (Chapter 218, Florida Statutes), the invoice must comply with the requirements in this Agreement and must be submitted (i) on the forms prescribed in the Provider Handbook, or (ii) as otherwise agreed to in writing by the HSD Director or Deputy Director. County will pay Provider within thirty (30) calendar days after receipt of Provider's properly submitted invoice in accordance with the provisions of County's Prompt Payment Ordinance (Section 1-51.6, Broward County Code of Ordinances). Further, County may deduct from any outstanding invoice any monies due from Provider pursuant to this Agreement.
- 4.2.4.4. Invoices or documentation returned to Provider for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Provider without the accrual of interest on any payments owed by County to Provider. Provider must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.
- 4.2.5. If Provider has been authorized in accordance with the "Subcontracting" article of this Agreement to use subcontractors, or if Provider uses any suppliers of materials for the provision of the required services under this Agreement, Provider must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached to this Agreement as Exhibit C. If payment has not been made to the approved subcontractor or the supplier, the certification must be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.
- 4.3. Suspension of Payment. County, through its Contract Administrator in his or her sole discretion, may, in writing, suspend payments to Provider if Provider 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 these reports and plans. County's suspension of payment may last through the duration of Provider's noncompliance as determined solely by the Contract Administrator, and no interest will be due on any suspended payments.
- 4.4. Payer of Last Resort. Provider must ensure that funding under this Agreement will not supplant any existing programs or resources and is used as funding of last resort.
- 4.5. Equipment Purchases. Provider must report on its invoice to County all equipment that it purchased pursuant to this Agreement and must attach to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator) documentation listing in



detail the kind and type of equipment, its serial number, cost, and any other data the Contract Administrator or Contract Manager requires. Provider must ensure that no equipment is disposed of without the HSD Director's or Deputy Director's prior written approval. If Provider files for bankruptcy or dissolution, voluntary or involuntary; if Provider becomes insolvent; or if this Agreement expires or is terminated with or without cause, then the title and ownership of all existing property acquired with funds from this Agreement will immediately and automatically be vested in County in the name of "Broward County, Florida." Within ten (10) calendar days from written request by the Contract Administrator, Provider must deliver any property vested in County to the place designated in the Contract Administrator's written request. Provider must immediately notify the Contract Administrator in writing of Provider's insolvency or its filing for bankruptcy or dissolution, voluntary or involuntary.

- 4.6. All payments will be made solely in the name of Provider as the official payee. The name, address, and telephone number of the official payee to whom payment will be made for Provider is specified in Exhibit A, "Agreement Specifications." Provider may change any of the information provided under this section by providing written notice of the change to the Contract Administrator using the notice procedure under the "Notices" section of this Agreement. Provider must advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days after such change.
- 4.7. As a condition of funding under this Agreement, Provider acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of the Agreement. If Provider exhausts County's funds under this Agreement prior to the end of any term of this Agreement, Provider is obligated to provide the same level of service to the Clients as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

## **ARTICLE 5. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS**

Provider must comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

## **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. The HSD Director or Deputy Director may also terminate this Agreement for convenience when Provider closes its business operations or otherwise ceases to exist, and the HSD Director or Deputy Director determines that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director will be effective on the termination date stated in written notice provided by County, which termination date will be not less than thirty (30) days after the date of the written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if 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, the termination will be deemed a termination for convenience and will be effective thirty (30) days after notice of termination for cause is provided.

- 6.2. This Agreement may be terminated for cause by County for reasons including but not limited to any of the following:
  - 6.2.1. Provider's failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.
  - 6.2.2. If Provider is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Provider is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Provider provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 6.3. Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice through the Contract Administrator that will be promptly confirmed in writing.
- 6.4. If this Agreement is terminated for convenience by County, Provider will be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Provider acknowledges that it has received valuable and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Provider, for County's right to terminate this Agreement for convenience.
- 6.5. If this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due Provider may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, pursuant to the "Rights in Documents and Work" provision of this Agreement.
- 6.6. In addition to any right of termination stated in this Agreement, County is entitled to seek any and all available remedies, whether stated in this Agreement or otherwise, available at law or in equity.

#### **ARTICLE 7. SUBCONTRACTING**

- 7.1. Provider is subcontracting if Provider engages a third party, including but not limited to individuals, partnerships, corporations, or any other type of entity, via formal agreement or any other mechanism to perform the services, in whole or in part, required by this Agreement. Services provided by third parties other than Provider's own employees, officers, and volunteers will be deemed subcontracted.
- 7.2. Provider may not subcontract services as defined in Section 7.1 or enter into an employee leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.

- 7.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter a sub contractual relationship with a third party and will not be an approval of any subcontracting document between Provider and its subcontractor.
- 7.4. Regardless of subcontracting, Provider remains responsible for and must supervise services provided under this Agreement, and County is not responsible for Provider's or its subcontractor's employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement.
- 7.5. The delivery of services through subcontractors will not in any way relieve Provider of full responsibility for all requirements, provisions, and terms of this Agreement.
- 7.6. Provider must, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. Provider must likewise require its subcontractors to agree to the requirements and obligations of this article.
- 7.7. Provider must pay its subcontractors and suppliers of materials for the provision of the services required pursuant to this Agreement prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless Provider documents any dispute on Exhibit C, "Certification of Payments to Subcontractors and Suppliers," and submits the exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.
- 7.8. Provider must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from County for any subcontracted work or supplies. Provider agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release the retainage and pay the retainage within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a subcontractor or supplier in accordance with this subsection will be a material breach of this Agreement, unless Provider demonstrates that the failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Provider promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. Provider must include requirements substantially similar to those set forth in this subsection in its contracts with subcontractors and suppliers.
- 7.9. Provider must reimburse County for all funds not used in compliance with this Agreement by Provider and its subcontractors.

#### **ARTICLE 8. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS**

- 8.1. Financial Statements. Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider receives funds under this Agreement, Provider must provide to the Repository and the Contract Manager Provider's audited financial statements and any generated management letters regarding funding provided under this Agreement and Provider's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally

accepted accounting principles for Provider's fiscal year during which it receives County funds and for each of Provider's subsequent fiscal year until Provider expends all County funds.

- 8.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from audited financial statements within two hundred seventy (270) days after the date of the management letter as it relates to the program described in this Agreement.

Provider must provide to the Repository and the Contract Administrator the schedule of correction developed in response to the management letters within thirty (30) days of developing the schedule of correction.

Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider accounts for the funds under this Agreement, Provider must provide to the Repository and the Contract Administrator any compliance audits required by law.

#### **ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

- 9.1. 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. Provider must include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 9.2. Although no CBE goal has been set for this Agreement, County encourages Provider to give full consideration to the use of CBE firms to perform work under this Agreement

#### **ARTICLE 10. GOVERNMENTAL IMMUNITY**

Except to the extent sovereign immunity may be waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor will anything included in this Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Provider is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and will be responsible for the negligent or wrongful acts and omissions of its agents or employees to the extent permitted by law.

#### **ARTICLE 11. DESIGNATED REPRESENTATIVES AND EMPOWERMENT**

- 11.1. County's representative is the Contract Administrator as identified in Section 1.3. The title of Provider's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, "Agreement Specifications."
- 11.2. The empowered signatories of invoices under this Agreement for Provider are those individuals referenced in Exhibit B-1, "Authorized Invoice Signatories." Changes in the empowered signatories in Exhibit B-1 must be communicated to County as directed in the "Notices" section of this Agreement.
- 11.3. The empowered signatory of this Agreement for Provider is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signatory in Exhibit B-2 must be



communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

## **ARTICLE 12. INSURANCE**

Provider must maintain insurance coverage as required in the Insurance section of the Provider Handbook or as specified in Exhibit A, "Agreement Specifications."

## **ARTICLE 13. REPRESENTATIONS AND ACKNOWLEDGMENTS**

- 13.1. Provider represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Provider must immediately provide written notice to the Contract Administrator:
  - 13.1.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.
  - 13.1.2. Provider has committed no violations or potential violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
  - 13.1.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.
  - 13.1.4. Provider has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Provider's financial position.
  - 13.1.5. If Provider is operating a facility or providing a service that requires any type of licensure including but not limited to licensure under federal, state, county, or other local laws, Provider maintains appropriate active licenses, which are all in good standing and have not been revoked or suspended.
  - 13.1.6. When applicable, Provider will ensure compliance with the provision(s) of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Provider must maintain these screening requirements and records of same for volunteers and employees based on the population served.
- 13.2. E-Verify. As applicable, if Provider is a recipient, directly or indirectly, of State of Florida funds under this Agreement, Provider must enroll and participate in the E-Verify program, in accordance with the terms and conditions governing the use of the program by:
  - 13.2.1. Verifying the employment eligibility of all persons that Provider employs during the Agreement Term to perform the work under this Agreement.
  - 13.2.2. Enrolling in the E-Verify program within thirty (30) days after the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making



such record available to Broward County within seven (7) days of request from County.

- 13.2.3. Requiring all persons, including subcontractors, assigned by Provider to perform work under this Agreement to enroll and participate in the E-Verify program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between Provider and the subcontractor, whichever is later. Provider must obtain from the subcontractor a copy of the printout of the "Edit Company Profile" screen indicating enrollment in the E-Verify program and make the printout screen available to County within seven (7) calendar days from County's request.
- 13.2.4. Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 13.2.5. Initiating E-Verify verification procedures for new employees within three (3) business days after the work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration.
- 13.2.6. Maintaining records of its participation and compliance with the provisions of the E-Verify program and making such records available to County within seven (7) calendar days after County's request.
- 13.3. Provider acknowledges receipt of the Provider Handbook and understands that each document contained in the Provider Handbook is made a part of this Agreement. Provider also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the revision to Provider. Provider may terminate this Agreement within thirty (30) calendar days after notice of any updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Provider's ability to perform as contracted. Otherwise, Provider acknowledges it will be bound by the requirements outlined in the Provider Handbook, as amended by County.
- 13.4. Provider represents that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Client records and electronic exchange of confidential information.
- 13.5. Provider acknowledges that:
  - 13.5.1. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1, must accompany this Agreement upon execution of this Agreement by Provider.
  - 13.5.2. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be

relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

- 13.6. Provider represents that all representations and information that it provided to County in the course of competing for and developing this Agreement are true and correct, and Provider has not omitted any necessary information.

#### ARTICLE 14. MISCELLANEOUS

- 14.1. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Provider in connection with performing services under this Agreement will be owned by County and will be deemed works for hire; if the services are determined not to be a work for hire, Provider hereby assigns to County all right, title, and interest, including any copyright or other intellectual property rights in or to the work. If this Agreement is terminated, any reports, photographs, surveys, and documents prepared by Provider, whether finished or unfinished, will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after termination of this Agreement. County may withhold any compensation due to Provider until County receives all documents as provided in this Agreement. Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.

After the five (5) year retention period or any longer retention period as stated in Section 14.3, Provider must notify the Contract Administrator that the retention period has expired and must provide County with at least ten (10) calendar days for County to obtain the records. If County desires to retain the records for a longer period of time, County will notify Provider in writing in accordance with the "Notices" section of this Agreement. The provisions of this section will survive the expiration or termination of the Agreement.

- 14.2. Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:
- 14.2.1. Keep and maintain public records required by County to perform the services under this Agreement;
  - 14.2.2. 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;
  - 14.2.3. Ensure that public records that are (i) exempt or (ii) confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion or termination of the Agreement if the records are not transferred to County; and
  - 14.2.4. Upon completion or termination of the Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider must destroy any duplicate public records that are (i) exempt or (ii) confidential and exempt. If Provider keeps and maintains public records upon completion of the Agreement, Provider must 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.

A request for public records regarding this Agreement must be made directly to County, which will respond to any public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider 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 Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Provider as Trade Secret Materials, County will refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider must 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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8647, LKREPEL@BROWARD.ORG, 115 S. ANDREWS AVENUE, SUITE A360, FORT LAUDERDALE, FLORIDA 33301.**

- 14.3. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors must keep books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All books, records, and accounts of Provider and its subcontractors must 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, Provider or its subcontractor must make same available in written form at no cost to County.

Provider and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit and inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants the right to conduct such audit or review at Provider's place of business, if County deems appropriate, with seventy-two (72) hours' advance notice.

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

Provider must ensure that the requirements of this section are included in all agreements with its subcontractor(s).

- 14.4. Truth-in-Negotiation Representation. Provider's compensation under this Agreement is based upon its representations to County, and Provider certifies that the wage rates, factual unit costs, and other information supplied to substantiate Provider's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Provider executes this Agreement. Provider's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 14.5. Independent Contractor. Provider is an independent contractor under this Agreement, and nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 14.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a party to this Agreement.
- 14.7. Public Entity Crime Act. Provider 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. Provider 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 Provider has been placed on the convicted vendor list.
- 14.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will 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 will 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 will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING**



INTO THIS AGREEMENT, PROVIDER 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 WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- 14.9. Amendments. Except as otherwise authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and Provider or others delegated authority to or otherwise authorized to execute the document on their behalf; provided, however that the HSD Director or Deputy Director, may authorize amendments to the Scope of Services and related exhibits, that neither increase nor decrease the funding authorized in the Agreement. However, the HSD Director or Deputy Director may make adjustments pursuant to Article 4 and Section 15.25 of this Agreement. Additionally, the Contract Administrator may administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.
- 14.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.
- 14.11. Compliance with Laws. Provider and the services it provides must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- 14.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 14.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 14.14. Assignment. Except for subcontracting as provided in Exhibit D-1, "Scope of Services," neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any assignment, transfer, or encumbrance in violation of this section will be void. If Provider violates this



provision, County has the right to immediately terminate this Agreement in addition to any other rights and remedies.

- 14.15. Conflicts. Neither Provider nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

During the term of this Agreement, none of Provider's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons will 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 will not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support of the representation, in any action or in any administrative or legal proceeding.

If Provider is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Provider must require its subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

- 14.16. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 14.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated into this Agreement, the provisions of Articles 1 through 15 of this Agreement will prevail and be given effect.
- 14.18. Third-Party Beneficiaries. Neither Provider 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 will be entitled to assert a right or claim against either of them based upon this Agreement.
- 14.19. 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, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed in Exhibit A of this Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth in Exhibit A unless and until changed by providing notice of such change in accordance with the provisions of this section.
- 14.20. Drug-free Workplace. To the extent required under Section 21.31(a)(2) of the Broward County Administrative Code, or Section 287.087, Florida Statutes, Provider certifies that it will maintain a drug-free workplace program and that it will maintain a drug-free workplace program for the duration of this Agreement.
- 14.21. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an

officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Provider, Provider will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

- 14.22. Certification Relating to no Smoking and Children's Services. The Pro-Children Act of 1994, 20 U.S.C. § 6081 *et seq.* ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education, or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with federal funds. The Act does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Provider's failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order pursuant to the Act on the responsible entity, such as Provider. By signing this Agreement, Provider certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children.

- 14.23. Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes 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, the reference is to the section or article as a whole, including all of the subsections of the section, unless the reference is made to a particular subsection or subparagraph of the section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue in writing interpretations to all program providers. If Provider identifies a programmatic contract provision that requires interpretation in order for Provider to understand its obligations, Provider will submit, in writing, to the Contract Administrator a specific request for interpretation. The Contract Administrator will provide a written response to Provider within

a reasonable time after any request by Provider for an interpretation. The Contract Administrator's programmatic interpretations will be conclusive and final.

- 14.24. Publicity. Provider acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities ("Promotion Materials") undertaken by Provider concerning the services funded by this Agreement must include the following statement: "The services provided by The School Board of Broward County, Florida is a collaborative effort between Broward County and Insert The School Board of Broward County, Florida with funding provided by the Board of County Commissioners of Broward County, Florida, under an agreement."

Provider will use the name "Broward County" and the official Broward County logo in all of Provider's Promotional Materials related to the services funded by this Agreement. Provider's requests for the official electronic version of the Broward County logo must be made to the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 or publicinfo@broward.org.

- 14.25. Emergency Conditions. Except where otherwise provided by law or where Provider is otherwise directed by appropriate authority, Provider will provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include but are not limited to distributing food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or any other locations in Broward County as determined by County, through its Contract Administrator. Individuals who have been displaced or affected by the Emergency Conditions are referred to as "Disaster Evacuees." Emergency Conditions include but are not limited to:

- 14.25.1. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or
- 14.25.2. Any natural event, local or geographical in size, that (i) does not require assistance from the ESF #6/Human Services Branch by the Broward Emergency Division; or (ii) is not declared by federal, state, or local government as a State of Emergency but is declared by the County Administrator as an event that requires emergency supportive or recovery-related services on a large scale.

In the event of an Emergency Condition, the HSD Director or Deputy Director, in his or her sole discretion, has the authority during and after the Emergency Conditions to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete services under the Scope of Services and Exhibit D-1; (d) modify payment schedules throughout any term of this Agreement; (e) exercise an Option Period; and (f) extend the term of Agreement. All services provided under this Agreement by Provider during Emergency Conditions must be pursuant to the terms and conditions stated in the Agreement.

- 14.26. Discharge Planning. If Provider is a hospital district, mental health service provider, or law enforcement agency, or if Provider provides services such as hospital, jail, or mental health

treatment beds, then Provider will participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

- 14.27. Renegotiation. The Parties agree to renegotiate this Agreement if revision of any applicable law, regulation, or increase or decrease in allocations makes changes in this Agreement necessary.
- 14.28. Incorporation by Reference. The attached Exhibits and the Provider Handbook are incorporated and made a part of this Agreement.
- 14.29. Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Provider. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.
- 14.30. Breach of Representations. In entering into this Agreement, Provider acknowledges that County is materially relying on the representations and warranties of Provider stated in this article. County is entitled to recover any damages it incurs to the extent any such representation or warranty is false. In addition, if any such representation or warranty is false, County has the right, at its sole discretion, to terminate this Agreement without any further liability to Provider, to deduct from the compensation due Provider under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Provider under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.
- 14.31. Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required services under this Agreement, and 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 for which such person or entity will render services. Provider represents and warrants that the services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.
- 14.32. Payable Interest.
- 14.32.1. Payment of Interest. County will not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims, and surrenders 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 will not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

- 14.32.2. Rate of Interest. If, for whatever reason, the preceding section 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, will be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 14.33. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider will fully protect individually identifiable health information as required by HIPAA or HITECH, and if requested by County, Provider must execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of Provider's and County's uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH survives the expiration or earlier termination of this Agreement. Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.
- 14.34. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.
- 14.35. Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 14.36. Use of County Logo. Unless otherwise indicated in this Agreement, Provider must not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[Remainder of Page Intentionally Left Blank]




IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 13<sup>th</sup> day of September, 2018, and The School Board of Broward County, Florida, signing by and through its Chair duly authorized to execute same.

COUNTY

WITNESSES:

  
Signature

SUSAN SEFERIAN  
Print/Type Name above

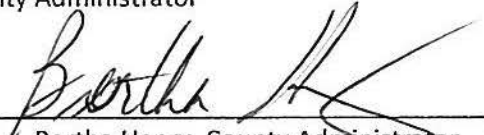
  
Signature

MATTHEW EATON  
Print/Type Name above



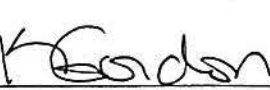
KSG  
SBBC.Driver.Ed.19-CSA-8267.a01  
08/06/2018; 10/01/18; 12/26/18  
#60070

Broward County, through its  
County Administrator

By   
Bertha Henry, County Administrator

25<sup>th</sup> day of July, 2019

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

By:  7/23/19  
Karen S. Gordon (Date)  
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR DRIVER AND SAFETY EDUCATION

PROVIDER

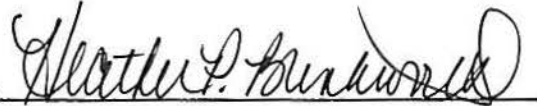
(Corporate Seal)

ATTEST:



Robert W. Runcie,  
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

By 

Heather P. Brinkworth, Chair

11<sup>th</sup> day of June, 2019

Approved as to Form and Legal Content



Digitally signed by Kathelyn Jacques-  
Adams, Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Broward County - 2019 Driver  
Education  
Date: 2019.05.09 15:45:17 -04'00'

Office of the General Counsel

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## EXHIBIT A – AGREEMENT SPECIFICATIONS

Agreement #: 19-CP-CSA-8267-01

- I. Administering Division: Community Partnerships
- II. Agreement Term (Beginning and Ending Dates):
- A. Initial Term: Commencing retroactively on October 1, 2018 and ending on September 30, 2019
  - B. Option Period 1: If exercised, commences on October 1, 2019 and ends on September 30, 2020
  - C. Option Period 2: If exercised, commences on October 1, 2020 and ends on September 30, 2021
  - D. Option Period 3: If exercised, commences on October 1, 2021 and ends on September 30, 2022
  - E. Option Period 4: If exercised, commences on October 1, 2022 and ends on September 30, 2023
- III. Maximum Funding Amounts:
- A. Initial Term: \$ Amount in the Driver Education Trust Fund
  - B. Option Period 1: \$ Amount in the Driver Education Trust Fund
  - C. Option Period 2: \$ Amount in the Driver Education Trust Fund
  - D. Option Period 3: \$ Amount in the Driver Education Trust Fund
  - E. Option Period 4: \$ Amount in the Driver Education Trust Fund
  - F. Extension: Equal to a pro rata amount of the then existing annual funding amount.
- IV. Provider's Representative: Curriculum Supervisor, Physical Education and Driver Education
- V. Official Payee: The School Board of Broward County, Florida  
600 S.E. Third Avenue  
Fort Lauderdale, FL 33301  
754-321-1871  
Matthew.Schroeder@browardschools.com
- VI. Official Notification Designations:
- A. For County: Director, Community Partnerships Division  
115 South Andrews Avenue, Room A370  
Fort Lauderdale, Florida 33301
  - B. For Provider: Superintendent of Schools  
The School Board of Broward County, Florida  
600 S.E. Third Avenue  
Fort Lauderdale, FL 33301  
754-321-2600
- VII. Client Co-pay: ☐ Required ☒ Not required
- VIII. Match: ☐ Required ☒ Not required because funds are derived from the Driver Education Trust Fund.
- IX. Required Insurance Coverage (nongovernmental entities only):
- A. Commercial or General Liability: ☐ Required ☒ Waived
  - B. Business Automobile Liability: ☐ Required ☒ Waived
  - C. Professional Liability: ☐ Required ☒ Waived
  - D. Workers' Compensation & Employer's Liability: ☐ Required ☒ Waived
  - E. Other: N/A ☐ Required
- X. RFP/RLI/RFA Date: Enter Date Published Title: N/A

## EXHIBIT B-1 – AUTHORIZED INVOICE SIGNATORS

Agreement #: 19-CP-CSA-8267-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of Enter legal name ("Provider") as required by this Agreement between County and Provider:

\_\_\_\_\_ and  
(Name and Title Typewritten)

\_\_\_\_\_  
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appearing below are samples of the authorized signatures.

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

Witness Signature:

Witness Signature

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Print or Type)

Name \_\_\_\_\_  
(Print or Type)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT B-1 – AUTHORIZED INVOICE SIGNATORS

Agreement #: 19-CP-CSA-8267-01

The following individuals are authorized to sign quarterly invoices and certification statements on behalf of The School Board of Broward County, Florida, hereinafter known as "Provider", as required by this Agreement between COUNTY and Provider:

Matthew Schroeder, Curriculum Supervisor, Driver Education, Health and Physical Education and  
(Name and Title Typewritten)

Susan Cantrick, Director, Applied Learning  
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to Provider (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):

Appearing below are samples of the authorized signatures.

Matthew Schroeder 5/11/19  
Matthew Schroeder (Date)

Susan Cantrick 5/8/2019  
Susan Cantrick (Date)

Witness Signature:

Signature MW

Name Megan West  
(Print or Type)

Date 5/8/19

Witness Signature

Signature MW

Name Megan West  
(Print or Type)

Date 5/8/19



EXHIBIT B-2 – CERTIFICATION OF EMPOWERMENT

Agreement #: 19-CP-CSA-8267-01

Heather P. Brinkworth, Chair

(Name and Title Typewritten)

and

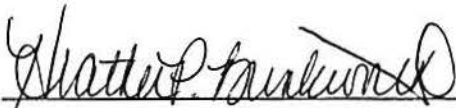
Robert W. Runcie, Superintendent of Schools

(Name and Title Typewritten)


are duly authorized to sign this Agreement on behalf of The School Board of Broward County, Florida, hereinafter known as "Provider," and any amendments hereto between COUNTY and Provider. The signature of the above-named persons in this Agreement on behalf of Provider binds Provider to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individuals listed above pursuant to Provider *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Appearing below are samples of the authorized signatures.

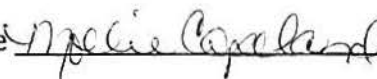


Heather P. Brinkworth, (Date)  
Chair



Robert W. Runcie, (Date)  
Superintendent of Schools


Witness Signature:

Signature 

Name MOLLIE COPELAND  
(Print or Type)

Date June 11, 2019

Witness Signature:

Signature 

Name BETTY MCCLARY  
(Print or Type)

Date June 11, 2019

## EXHIBIT D-1 – SCOPE OF SERVICES

Agreement #: 19-CP-CSA-8267-01

Provider: The School Board of Broward County, Florida

Program: Driver Safety and Education

Program #: 1

### I. Scope of Services:

A. Program description: Provider's Driver Safety and Education program provides instruction to students who want to learn traffic rules and how to safely operate a motor vehicle.

B. Target population: Broward County residents attending public and nonpublic high schools in Broward County ("Clients").

1. Eligibility criteria: Student must be a Broward County resident, registered and attending a public or nonpublic high school in Broward County.

2. Documentation of eligibility: Registration in a public or nonpublic high school in Broward County.

C. There is no minimum number of unduplicated Clients required under this Agreement.

### D. Standards and Other Requirements:

1. Standards: Provider must adhere to the standards in the Children's Services Administration Section of the Provider Handbook.

#### 2. Other Requirements:

a. Provider must register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD:

<https://access.broward.org/About.aspx>.

b. Provider must give Clients the pretest prior to instruction and posttest at conclusion of the program.

c. Provider's driver education instructors will evaluate Clients on driving skills once Clients complete at least thirty percent (30%) of class time behind the wheel. Provider's instructors will evaluate Clients by using the checklist and processes identified by the American Driver and Traffic Safety Education Association.

d. Provider will follow the State of Florida driver safety and education curriculum or another curriculum approved by Provider.

e. Provider must use County funds for enhancement, and not replacement, of Provider's driver education program funds.

f. Provider must use County funds for direct educational expenses only.

### E. Services to be Provided: Provider must provide the following service:

Driver Training(PL-7400.1900)

The Cost per Unit of Service, Required Staff Credentials/Licensure and Unit Definition are set forth in the Community Partnerships Division Taxonomy Definitions Credentials outlined in the Provider Handbook at:

<http://www.broward.org/HumanServices/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx>.

F. Subcontracting: ☒ None requested/allowed

G. Location(s), days, and hours of service: Morning or afternoon Classes are scheduled Monday through Thursday during summer session and Saturdays during the standard school year based on Provider's approved calendar. Morning session classes are from 8:00 a.m. - 12:00 p.m. and the afternoon session from 12:00 noon - 4:00 p.m. Service Locations are referenced as follows: Plantation High, Coral Springs High, Dillard 6-12, Hallandale Magnet High, Cypress Bay High, Deerfield Beach High, Northeast High, Charles W. Flanagan High, Coconut Creek High, Everglades High, Boyd H. Anderson High, Taravella High, West Broward High, McArthur High, Nova High, and Coral Glades High. Provider must notify the Contract Manager in writing of any changes to the hours of operation or locations within ten (10) business days of the effective date of the change.

H. Commission Districts: At the date of execution of this Agreement, Provider's service hubs are located in the following Commission Districts: All

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement: N/A

Units per Extension, if exercised: N/A

B. \$ Amount for Initial Term of Agreement: \$ Amount budgeted by the Board

\$ Amount for Option Period 1, if exercised: \$ Amount budgeted by the Board, if any

\$ Amount for Option Period 2, if exercised: \$ Amount budgeted by the Board, if any

\$ Amount for Option Period 3, if exercised: \$ Amount budgeted by the Board, if any

\$ Amount for Option Period 4, if exercised: \$ Amount budgeted by the Board, if any

\$ Amount per Extension, if exercised: As determined by Contract Administrator subject to amount budgeted by the Board, if any

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

[Remainder of Page Intentionally Left Blank]

**EXHIBIT D-2 – OUTCOMES**  
**SBBC • 19-CP-CSA-8267-01 • Driver Safety and Education**

Program Name	Service Name/Taxonomy	Outcomes	Indicators	Data Source	Data Collection Method
Driver Safety and Education	Driver Training (PL-7400.1900)	Clients increase knowledge and awareness of driver safety.	95% of Clients improve their knowledge of safe driving habits.	Client File, pretest, posttest	Clients complete the pretest prior to instruction and posttest at conclusion of the program. Provider's staff compiles data and reports quarterly. Calculation method: Number of Clients who improve their knowledge of safe driving habits/Total number of Clients who completed a pretest and posttest.



Program Name	Service Name/Taxonomy	Outcomes	Indicators	Data Source	Data Collection Method
Driver Safety and Education	Driver Training (PL-7400.1900)	Clients learn skills to become a licensed driver.	90% of Clients pass the behind-the-wheel driving evaluation.	Client File	Clients are evaluated on driving skills after spending at least 30% of class time behind the wheel. Provider uses the checklist and processes identified by the American Driver and Traffic Safety Education Association. Provider staff compile data and report quarterly. Calculation method: Number of Clients who pass the behind-the-wheel driving evaluation / Total number of Clients who completed the behind-the wheel evaluation.

**EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES**

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage		1 copy
Invoice and supporting documentation	15 <sup>th</sup> day of the month after the end of each quarter (January, April, July, October) (if needed, final reconciled invoice due annually November 15 <sup>th</sup> ) Invoices are either e-mailed to <a href="mailto:AccountsPayable@broward.org">AccountsPayable@broward.org</a> or mailed to Broward County Commission P.O. Box 14740 Ft. Lauderdale, FL 33302-4740 Attn: Accounts Payable	Original plus 1 copy
Outcomes Report	15 <sup>th</sup> day of month after the end of each quarter (January, April, July, October)	Original plus 1 copy
Client Demographic Report		Original plus 1 copy
Certification of Coverage	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statement	Due within 270 days after the close of Provider's fiscal year end; submit to Repository and copy to CGA	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Client Satisfaction Survey Report	July 15 <sup>th</sup> of each year	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

**Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Provider.**

**EXHIBIT F – CONTRACT ADJUSTMENT**

Contract Adjustment No. enter number

Under Agreement Number enter number

Between Broward County and Provider Legal Name

Change Type: \_\_\_\_\_

1. This Contract Adjustment is issued pursuant to the Agreement dated \_\_\_\_\_ between Broward County (hereinafter referred to as "County") and Provider Legal Name ("Provider") for Agreement Title ("Agreement").
2. This Contract Adjustment authorizes Provider to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.
3. Compensation will be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Contract Adjustment will be effective \_\_\_\_\_ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment will alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Adjustment No. enter number: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and Provider, signing by and through its \_\_\_\_\_ duly authorized to execute same.

County

Provider

Broward County, by and through its  
Human Services Director or Deputy Director

Legal Name

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Authorized Signatory

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT NUMBER \_\_\_\_\_