



Volunteer Florida AmeriCorps Contract Agreement 2020-2021

This contract agreement is hereby made and entered into as of this August 1, 2020 (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the "Commission"), having its principle place of business at 1545 Raymond Diehl Rd, Suite 250, Tallahassee, FL 32308, and The School Board of Broward County, Florida with its principal place of business located at 600 South East Third Avenue Fort Lauderdale, FL 33301 (the "Provider") (collectively, the "Parties") and referred to herein as the "Contract Agreement."

In consideration of the contracted services by the Commission and of the advantages and benefits received by the Provider by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

I. **Contract Terms and Conditions**

This AmeriCorps Contract Agreement and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

A. **Contract Term**

The term of the contract agreement is for a period of twelve months beginning on the Effective Date as identified above and terminating on the 7/31/2021 (the "Termination Date").

B. **Contract Allocation**

1. Total Contract Amount: \$391,782.00
2. Total Corporation for National and Community Service (CNCS) Share: \$264,600.00
3. Total Grantee (Provider) Share: \$127,182.00

C. **Contract Deductions and Withholdings**

The Commission reserves the right to deduct the following expenses from the Provider Budget:

1. Commission's Fixed Fee for Administrative Costs up to 2%: \$5,289.00
2. Contract Grantee and Match Amount \$127,182.00

For the 2020-2021 contract year, match is not required per CNCS authority to issue a blanket waiver under 42 U.S.C. § 12571(e)(4) and consistent with 45 CFR 2521.70 and as referenced in CNCS COVID-19, FAQ #24. The Commission reserves the right to issue a contract amendment if CNCS requirements change during the contract year.

D. Contract Payments

1. Funding

This will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Commission's performance and obligation to pay for services rendered under this contract is contingent upon available funding from CNCS and the State of Florida.

2. Invoicing

a. The Provider will submit to the Commission a monthly invoice using the Volunteer Florida Invoice Form attached hereto as Exhibit VII and incorporated herein by reference (the "**Reimbursement Invoice**"). All Reimbursement Invoices are due no later than the 15th of each month.

b. Monthly invoice documentation should be sent electronically to per@volunteerflorida.org.

3. Overpayment

In the event that the Commission, the Provider or an auditor discovers an overpayment has been made to the Provider, the Provider will repay the overpayment within thirty (30) calendar days.

E. Contract Amendments

All amendments to the contract agreement must be in writing and utilize the format provided in Exhibit VI. All budget revisions must be in writing and utilize the format provided in Exhibit V, attached herein and incorporated by reference. Contract amendments must be executed by authorized representatives of the Commission and the Provider.

F. Contract Termination

1. Termination at Will

This contract agreement may be terminated without cause by either of the Parties upon no less than sixty (60) calendar days' notice provided in writing in accordance with all notice provisions included herein, unless both parties

mutually agree upon a lesser time. Notice will only be sufficient if it complies with the notice requirements identified herein.

2. Termination Due to Lack of Funds

In the event the Commission determines funds necessary to finance this Provider Agreement become unavailable, the Commission may immediately terminate the Provider Agreement by providing written notice in accordance with all notice provisions herein. The Commission shall be the final authority as to the availability of funds.

3. Termination for Breach

The Commission may immediately terminate this contract agreement for cause, including for non-compliance or breach of contract by the Provider. If applicable, the Commission may employ the default provision in Florida Administrative Code, Chapter 60A-1.006(3). Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Commission's right to remedies of law or to damages.

II. Other Provisions

A. Ownership and Sharing of Grant Products

The Provider, to the extent possible, agrees to make products produced under this contract available to others in the field at the cost of reproduction. The Commission retains royalty-free, non-exclusive and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under this contract and to authorize others to do so. The Commission may distribute such products through a designated clearinghouse. The Provider may not sell any work that includes the Commission logo without prior written approval from the Commission.

B. Point of Contact

The primary contact for all matters relating to this contract agreement shall be the staff listed herein, unless otherwise specified in writing. The primary contact will notify all parties in writing of alternative contacts should that person become unavailable. The name, address and telephone number of the Commission's AmeriCorps Program Manager is: Arnold McKay, AmeriCorps Program Manager, 1545 Raymond Diehl Rd, Suite 250, Tallahassee, FL 32308, (850) 414-7400.

C. No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by the Provider, in which sovereign immunity is applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Further, the Provider agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

D. Contract Exhibits

The following Exhibits are incorporated herein as part of the 2019-2020 AmeriCorps Contract Agreement:

Exhibit I – Contract Provisions

Exhibit II – AmeriCorps Proposal, Budget and Budget Narrative

Exhibit III – National Service Criminal History Check Status Form

Exhibit IV – General and AmeriCorps Grant Terms and Conditions

Exhibit V – Budget Revision Request Form

Exhibit VI – Contract Amendment Form

Exhibit VII – Volunteer Florida Monthly Invoice Worksheet

Exhibit VIII – Property and Equipment Inventory

Exhibit IX – Vendor EFT Authorization Form

Exhibit X – W-9

Exhibit XI – Contract Closeout Checklist

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

COMMISSION

Signature:

Clay Ingram, Chief Executive Officer

Date:

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

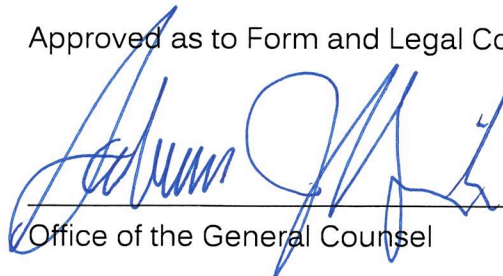
By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Date

Approved as to Form and Legal Content:



Office of the General Counsel