



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2019-05-07 10:05 - School Board Operational Meeting	<b>Special Order Request</b>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>ITEM No.:</b>	<b>AGENDA ITEM</b>	<b>Time</b>		
FF-2.	ITEMS			
	<b>CATEGORY</b>			
	FF. OFFICE OF ACADEMICS			
	<b>DEPARTMENT</b>	<b>Open Agenda</b>		
	Early Learning/School Readiness	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**  
 Broward County, through the Commission's Office and Children's Service Administration, has been actively involved in the design, vision, model, and implementation of services at Gulfstream Early Learning Center (ELC). As part of the support for the overall Gulfstream ELC project, Broward County Children's Services Administration is allocating \$100,000 to continue funding a site administrator to manage the daily operations and programs which shall include, but not be limited to, Early Childhood Professional Learning and Development, Community and State Collaboration, Partnerships, Early Childhood Education (Head Start, VPK, Family Literacy), Family Strengthening, and Social Service Connections.  
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. Broward County will sign this agreement following the School Board approval.

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

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

**EXHIBITS: (List)**  
 (1) Executive Summary (2) Agreement Broward County-Gulfstream ELC

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Dr. Lori Canning	Phone: 754-321-1953
Name:	Phone:

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

Approved In Open Board Meeting On: MAY 07 2019  
 By: *Heather P. Burkhardt*  
 School Board Chair

Signature  
*Daniel F. Gohl*
4/15/2019, 1:02:45 PM

**AGREEMENT BETWEEN BROWARD COUNTY AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR FUNDING ASSISTANCE FOR THE GULFSTREAM EARLY LEARNING CENTER  
AGREEMENT NO. 19-CP-CSA-8267-03**

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 ("School Board"). County and School Board are collectively referred to as the "Parties."

**RECITALS**

A. School Board has established the Gulfstream Early Learning Center ("GELC") to provide high quality early care and education and engage in community-focused services to include adult education, family strengthening, health and wellness, and professional development opportunities for early childhood educators.

B. County has determined it is in the public interest to provide funding to assist in the operation of the GELC.

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

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the Community Partnerships Division.
- 1.3 **County Administrator** means the administrative head of County appointed by the Board.
- 1.4 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.5 **Services** means all work to be performed by School Board under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.6 **Subcontractor** means an entity or individual providing services to County through School Board for all or any portion of the work under this Agreement. The term "Subcontractor" includes all subconsultants.

## ARTICLE 2. FUNDING

- 2.1 County will provide School Board with an amount not to exceed One Hundred Thousand Dollars (\$100,000) to assist School Board with funding the position of a Site Administrator (“Site Administrator”) to oversee the daily operations, communications, and implementation of the key components of the GELC. The Site Administrator will manage the daily operations and programs of the GELC, which includes, but not limited to, a high-quality early education center, early childhood professional learning and development, community and state collaboration, family strengthening and social services connections, adult education, childcare licensing, and childcare accreditation.
- 2.2 This is a monthly cost reimbursement funding Agreement. County will reimburse School Board for Services actually delivered, invoiced, and documented as specified in Exhibit A. Invoices shall be in the form provided in Exhibit C. An original invoice plus one (1) complete copy with supporting documentation are due to County from School Board on or before the 15<sup>th</sup> day of the month beginning the first month following execution of this Agreement, unless otherwise approved in writing by the Contract Administrator.
- In order to be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form prescribed by County. County must pay School Board within thirty (30) calendar days of receipt of School Board’s proper invoice. Further, County may deduct any monies due from School Board from any outstanding invoice, whether contained in this Agreement or in another agreement School Board maintains with County, as a result of a monitoring or other situation where County identifies money due from School Board to County.
- Invoices or documentation returned to School Board for corrections will not be considered as submitted and will be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to School Board. School Board must sign and date any revised invoices. Submission of accurate, timely documentation and other requested information as required by County will be a factor considered in evaluating future funding requests.
- 2.3 The certification statement on the monthly invoice (Exhibit C) submitted by School Board must be certified and signed by School Board. See Part B of Exhibit C. School Board must sign the certification statement in Part B of the Invoice that is attached to this Agreement as Exhibit C.
- 2.4 Any invoice submitted by School Board that is not properly submitted within forty-five (45) calendar days of the expiration of any term of this Agreement or within forty-five (45) calendar days of termination of this Agreement will not be payable unless an extension has been granted in writing by the Contract Administrator. Submission of an accurate invoice, timely documentation, and other requested information as required by County may be considered as a factor in evaluating future funding requests. Invoices or documentation returned to School Board for corrections will not be considered as properly submitted and will be cause for delay in receipt of payment by School Board.

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

Payee: The School Board of Broward County, Florida  
Address: 600 SE 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
Telephone: (754) 321-0000

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

- 2.6 School Board agrees to submit to monitoring by County in accordance with the terms provided in Subsection P ("Program Monitoring and Evaluation") of the "General Information" section and Appendix F ("Administrative and Programmatic Review Elements") of the Broward County Community Partnerships Division's *Contract Services Provider Handbook*, available online at <http://www.broward.org/HumanServices/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx>.
- 2.7 School Board acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the funding assistance authorized in this Agreement.
- 2.8 County, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to School Board if School Board does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of said reports and plans. Express identification of certain terms in this Agreement as material will not be construed to mean that other terms in this Agreement are not material. Suspension of payment by County may last through the duration of noncompliance by School Board as determined solely by the Contract Administrator, and any suspended payments will not be subject to the payment of interest by County.

### ARTICLE 3. TERM

- 3.1 The term of this Agreement begins retroactively on January 29, 2019 and ends December 31, 2019 ("Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 Unless otherwise agreed to by the Parties in writing, all duties, obligations, and responsibilities of School Board required by this Agreement must be completed no later than the last day of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

#### **ARTICLE 4. GOVERNMENT IMMUNITY**

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. School Board is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

#### **ARTICLE 5. INSURANCE**

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

#### **ARTICLE 6. TERMINATION**

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board will be effective on the termination date stated in written notice provided by County, which termination date must not be less than thirty (30) days after the date of the written notice. This Agreement may also be terminated by the County Administrator upon the notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, the termination will, at County's sole election, be deemed a termination for convenience, which will be effective thirty (30) days after the 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, School Board's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 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, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be oral notice that must be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.
- 6.4 In the event this Agreement is terminated for convenience by County, School Board will be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. School Board acknowledges that it has received good,

valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by School Board, for County's right to terminate this Agreement for convenience.

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

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

#### **ARTICLE 8. MISCELLANEOUS**

- 8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and will remain the property of County, and, if a copyright is claimed, School Board grants to County a non-exclusive license to use the copyrighted items indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by School Board, whether finished or unfinished, will become the property of County and must be delivered by School Board to the Contract Administrator within seven (7) days of termination of this Agreement. Any compensation due to School Board may be withheld until all documents are received as provided in this Agreement. School Board must ensure that the requirements of this section are included in all agreements with its Subcontractors.
- 8.2 Public Records. To the extent School Board is acting on behalf of County as stated in Section 119.0701, Florida Statutes, School Board must:
  - 8.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
  - 8.2.2 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;
  - 8.2.3 Ensure that public records that are exempt or confidential and exempt from public records requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
  - 8.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of School Board or keep and maintain public records required by County to perform the services. If School Board transfers the records to County, School

Board must destroy any duplicate public records that are exempt or confidential and exempt. If School Board keeps and maintains public records, School Board 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.

The failure of School Board to comply with the provisions of this section constitutes a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

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

Any material submitted to County that School Board contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, School Board must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and state the factual basis for same. In the event that a third party submits a request to County for records designated by School Board as Trade Secret Materials, County must refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by School Board. School Board 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 nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, DACUNNINGHAM@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.**

- 8.3 Audit Rights, and Retention of Records. School Board must preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records must, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer

if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with School Board's employees, subconsultants, vendors, or other laborers.

Contract Records include any and all information, materials, and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by School Board or subconsultants.

County has the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct an audit or review at School Board's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. School Board must provide adequate and appropriate work space. School Board must provide County with reasonable access to School Board's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

School Board must, by written contract, require its subconsultants to agree to the requirements and obligations of this section.

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 that entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by School Board in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit must be reimbursed to County by School Board in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of an audit or inspection must be made within thirty (30) days after presentation of County's findings to School Board.

School Board must ensure that the requirements of this section are included in all agreements with its Subcontractors.

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



- 8.5 Public Entity Crime Act. School Board represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, School Board further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether School Board has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County will have the right to immediately terminate this Agreement and recover all sums paid to School Board under this Agreement.
- 8.6 Independent Contractor. School Board is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing Services, School Board or its agents are not agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. School Board does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 8.7 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with School Board to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that the modifications do not increase the total cost to County or waive any rights of County.
- 8.8 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. In the event County exercises its regulatory authority, the exercise of its authority and the enforcement of any rules, regulations, 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.
- 8.9 Third Party Beneficiaries. Neither School Board nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 8.10 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, commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand delivery. The addresses for notice must remain as set forth in this section unless and until changed by providing notice of change in accordance with the provisions of this section.

COUNTY:

Broward County  
Attn: Director, Community Partnerships Division  
115 South Andrews Avenue, Room A370  
Fort Lauderdale, Florida 33301  
Email address: dacunningham@broward.org

SCHOOL BOARD:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Email address: lori.canning@browardschools.com

- 8.11 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest in this Agreement may be assigned, transferred, subcontracted, or encumbered by School Board without the prior written consent of County. If School Board violates this provision, County has the right to immediately terminate this Agreement. School Board represents that each person and entity that will provide services under this Agreement is duly qualified to perform services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the areas for which that person or entity will render services. School Board agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all services must equal or exceed prevailing industry standards for the provision of the services.
- 8.12 Conflicts. Neither School Board nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with School Board's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of School Board's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or School Board is not a party, unless compelled by court process. Further, such persons may 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 School Board or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event School Board is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, School Board must require its Subcontractors, by written contract, to comply with the provisions of this section to the same extent as School Board.

- 8.13 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth 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 shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.
- 8.14 Compliance with Laws. School Board and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- 8.15 Severability. In the event 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.
- 8.16 Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.
- 8.17 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect 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, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.
- 8.18 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 in this Agreement and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 will prevail and be given effect.
- 8.19 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, SCHOOL BOARD AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY**

**JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND THESE AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

- 8.20 Amendments. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. 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 and of equal dignity.
- 8.21 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in the Agreement. The Parties acknowledge that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties acknowledge that no deviation from the terms in the Agreement is predicated upon any prior representations or agreements whether oral or written.
- 8.22 Payable Interest
- 8.22.1 Payment of Interest. County will not be liable to pay any interest to School Board for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof School Board waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection will not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.
- 8.22.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, must be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 8.23 Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.
- 8.24 Representation of Authority. School Board represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of School Board, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that School Board has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to School Board. School Board further represents and warrants that execution of

this Agreement is within School Board's legal powers, and each individual executing this Agreement on behalf of School Board is duly authorized by all necessary and appropriate action to do so on behalf of School Board and does so with full legal authority.

- 8.25 Use of County Logo. School Board 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.
- 8.26 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, School Board certifies that it has a drug-free workplace program and that it will maintain a drug-free workplace program for the full term of this Agreement.
- 8.27 Contingency Fee. School Board represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for School Board, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County will have the right to terminate this Agreement without any further liability to School Board. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due School Board under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.
- 8.28 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, constitutes one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 29<sup>th</sup> day of January 2019, and The School Board of Broward County, Florida, signing by and through its Chair duly authorized to execute same.

COUNTY

WITNESS:

*Tamara Brannon*  
(Signature)

TAMARA BRANNON

(Print Name of Witness)

*Susan Seferian*  
(Signature)

SUSAN SEFERIAN

(Print Name of Witness)

BROWARD COUNTY, by and through  
its County Administrator

By: *Bertha Henry*  
Bertha Henry, County Administrator

29<sup>th</sup> day of May, 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: *Scott Andron* 5/17/19  
Scott Andron (Date)  
Assistant County Attorney

By: *Karen S. Gordon* 5/17/19  
Karen S. Gordon (Date)  
Senior Assistant County Attorney



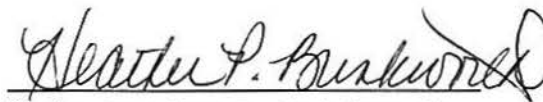
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#60066

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,  
FOR FUNDING ASSISTANCE FOR THE GULFSTREAM EARLY LEARNING CENTER, AGREEMENT NO. 19-CP-  
CSA-8267-03.

SCHOOL BOARD

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

By: \_\_\_\_\_



Chair, Heather P. Brinkworth

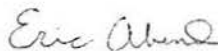
7<sup>th</sup> day of May, 2019

ATTEST:



Signature

Approved as to Form and Legal Content



Digitally signed by Eric Abend  
Reason: Gulfstream ELC BC  
2019  
Date: 2019.04.05 15:27:43  
-04'00'

\_\_\_\_\_  
Superintendent of Schools, Robert W. Runcie Office of the General Counsel

**EXHIBIT A - Budget, Reimbursement, Required Activities, Deliverables, and Timeline**

Budget	
Line Item	Amount
Site Administrator - Salary	\$77,915.00
Site Administrator - Fringe and Benefits	\$22,085.00
Key Responsibilities	
<p>Oversee daily operations, communications, and connections for the effective implementation of the key Gulfstream Early Learning Center components of:</p> <ul style="list-style-type: none"> <li>• Early Childhood (0-8) Professional Learning and Development (Hub and Lab School)</li> <li>• Community and State Collaboration</li> <li>• High Quality Early Childhood Education Center (Birth to Pre-K)</li> <li>• Family Strengthening and Social Services Connections</li> <li>• Adult Education (ESOL, GED, Family Literacy, Technology)</li> <li>• Childcare Licensing and Childcare Accreditation</li> <li>• Organization Partnerships (Hispanic Unity of Florida, Healthy Mothers Healthy Babies, SoFIA, Early Learning Coalition, Broward College, Children’s Literacy Initiative, Memorial Hospital, etc.)</li> </ul>	

Required Activities, Deliverables, and Timeline		
Required Activities	Deliverables	Timeline
Oversee entry and continued operations of site partner organizations	<ol style="list-style-type: none"> <li>1. Partnership Log</li> <li>2. Partner Agreements</li> <li>3. Facilities Update</li> </ol>	The 15th of every month starting from February 2019 - January 2020.
Facilitate operations of Partner Meetings, Professional Development, Site Outreach, and Community Support	<ol style="list-style-type: none"> <li>1. Calendar of Events</li> <li>2. Event Flyers</li> </ol>	The 15th of every month starting from February 2019 - January 2020.
Identify funding opportunities and implement processes for generating additional funds and partners	<ol style="list-style-type: none"> <li>1. Funding Log and Updates</li> </ol>	The 15th of every month starting from February 2019 - January 2020.
Oversee and support implementation of early childhood (Head Start, VPK, Family Literacy, Family Strengthening) program	<ol style="list-style-type: none"> <li>1. Early Childhood Program and Facilities Updates</li> </ol>	The 15th of every month starting from February 2019 - January 2020.



**EXHIBIT B**  
**Certification of Payments to Subcontractors and Suppliers**

RLI/Bid/Contract No. \_\_\_\_\_  
 Project Title \_\_\_\_\_

The undersigned on behalf of The School Board of Broward County, Florida, hereby swears under penalty of perjury that:

1. School Board has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of School Board.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 Contractor  
 By \_\_\_\_\_  
 (Signature)  
 By \_\_\_\_\_  
 (Name and Title)

STATE OF            )  
                           )  
 COUNTY OF        )

Sworn to (or affirmed) and subscribed before this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Signature of Notary Public

(NOTARY SEAL)

\_\_\_\_\_  
 Print, Type, or Stamp Name of Notary

**EXHIBIT C - INVOICE**

Dr. Lori Canning, Executive Director Early Learning Language Acquisition The School Board of Broward County 600 SE 3 <sup>rd</sup> Ave. Fort Lauderdale, FL 33301  Vendor ID: VC00030073		INVOICE #:		
		Agreement Number:  19-CP-CSA-8267-03	Date Stamp:	
		Agreement Amount \$100,000.00	On Time?    Yes _____ No _____	
		Program Name:	Gulfstream Early Learning Center	
		Billing Period for This Invoice (Month/Year):		
A. Total Units Billed				
Reimbursable	\$ Value This Month	\$ Value Year-to-Date	Maximum \$ Allowed	Available Balance
Site Administrator - Salary		\$0.00	\$77,915.00	
Site Administrator - Fringe and Benefits		\$0.00	\$22,085.00	
<b>\$ Total for Activities:</b>	\$0.00	\$0.00		
\$ Grand Total:	\$0.00	\$0.00		\$
B. CERTIFICATION: The undersigned, as an authorized signator for the agreement between Broward County and School Board, hereby affirms and certifies that the work or services billed herewith have been delivered on behalf of Broward County per Agreement, and that complete and accurate documentation is available to support services, payment, and pricing requested.				
Authorized Signator Name and Title:		Authorized Signature and Date:		
FOR COUNTY USE:		FUND/DEPT/ACCT:		
Division Reviewer/Date:		OAS Reviewer/Date:		
I hereby certify that the backup documentation is complete, accurate, supports the payment requested. Approver Signature/Date:				

EXHIBIT D – AUTHORIZED INVOICE SIGNATORS

Agreement #: 19-CP-CSA-8267-03

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

Dr. Lori Canning, Executive Director, Early Learning Language Acquisition and  
(Name and Title Typewritten)

Mildred Grimaldo, Director, Literacy  
(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.

Dr. Lori Canning 2-15-19 Mildred Grimaldo 2-15-19  
(Authorized Signature) (Date) (Authorized Signature) (Date)

n/a (Date) n/a (Date)  
(Authorized Signature) (Date) (Authorized Signature) (Date)

Witness Signature:  
Signature Jennifer King

Witness Signature  
Signature Jessica Brito

Name Jennifer King, Department Secretary  
(Print or Type)

Name Jessica Brito, Office Manager  
(Print or Type)

Date February 15, 2019

Date February 15, 2019