AGENDA REQUEST FORM

	THE	SCHOO	L BOARD OF BROWARD CO	DUNTY, FLORIDA		
	MEETING DATE	2020-03	-03 10:05 - School Board Ope	rational Meeting	Special Orde	er Request No
	AGENDA ITEM	ITEMS		*	Tim	ie
FF-1.	CATEGORY	FF. OFF	FICE OF ACADEMICS			
	DEPARTMENT	Early Le	arning/School Readiness		Open A Yes	genda O No
TITLE:					i es	U NO
	Agreement between B	roward Co	unty and The School Board of Browar	d County, Florida, (SBBC) for F	unding Assistance fo	or Gulfstream
REQUESTED ACT	ION:					
Approve amendment to t Center.	ine 2019 agreement b	etween Bro	oward County and The School Board o	or Broward County, Florida, (SE	BC) Guilstream Ear	y Learning
SUMMARY EXPLA	NATION AND BA	CKGRO	UND:			
This Amendment to the 2 sign this agreement follo	2019 Agreement has be wing the School Board GOALS: Quality Instruction	oeen review d approval.	nt and includes up to two (2) additional ved and approved as to form and legal Goal 2: Safe & Supportive E	I content by the Office of the G		
EXHIBITS: (List)				-		
(1) Executive Summa Gulfstream FY20 Inte		Amendme	nt (3) FF-2 Approved 05-07-2019		ward County Agree	ement (4)
BOARPPR	OVED		SOURCE OF ADDITIONAL IN	FORMATION:	7540	04.4050
APPH	OAED		Name: Dr. Lori Canning		Phone: 754-3	21-1953
(For Official School Be	oard Records Office Only	0	Name:		Phone:	
	BOARD OF BE		D COUNTY, FLORIDA	Approved In Open Board Meeting Qn:	MAR 0 3 2	2020
Daniel Gohl - Chief	Academics Office	er		Board Meeting On:	Anna S	Ken
Signature		0-11			School Board	Chair
	Daniel F. (76577
Electronic Signature	2/10/2020, 10:4	+0.22 AN	VI			

Form #4189 Revised 07/25/2019 RWR/ DG/LC:jrk

EXECUTIVE SUMMARY

First Amendment to the Agreement between Broward County and The School Board of Broward County, Florida, (SBBC) for Funding Assistance for Gulfstream Early Learning Center

Agreement Amendment	Broward County and The School Board of Broward County, Florida			
Status	Agreement Amendment has been approved as to form and legal content.			
Financial Impact Statement	The potential positive financial impact is \$100,000.			
Managing Department/School	Early Learning and Language Acquisition (ELLA)			
Source of Additional Information	Lori Canning, Executive Director – Early Learning Language Acquisition (ELLA) 754-321-1953			
Project Description	Broward County, through the Commission's Office and Children's Services Administration, has been actively involved in the design, vision, model, and implementation of services at Gulfstream Early Learning Center (redesign of the former Gulfstream Middle School). As part of the support for the overall Gulfstream project, Broward County Children's Services Administration is allocating \$100,000 to continue funding the site administrator (Curriculum Supervisor, School Readiness, reporting directly to the Executive Director of Early Learning Language Acquisition). This administrator will be responsible for overseeing the daily operations, communications, and connections for the effective implementation of the key Gulfstream Early Learning Center components of:			
	Early Childhood (0-8) Professional Development (Hub and Lab)			
	Community and State Collaboration			
	High Quality Early Childhood Education Center (Birth to Pre-K)			
	Family Strengthening and Social Services Connections			
	Adult Education (ESOL, GED, Family Literacy, Technology)			
	Childcare Licensing and Childcare Accreditation			
	Organization Partnerships (Hispanic Unity of Florida, Healthy Mothers Healthy Babies, South Florida Institute on Aging, Broward College, Early Learning Coalition, University of Central Florida, Children's Literacy Initiative, Memorial Hospital, etc.)			
	These key focus areas will impact both Broward County Public Schools, teachers and students, along with the Broward Early Childhood community at large.			
	The allocation will fund the position from March 3, 2020 to December 31, 2020. Additional funding needed to complete the full salary with benefits for the position will be paid out of Broward County Public Schools VPK Department Funds. This amendment includes up to two (2) additional optional one-year renewal terms.			
Evaluation Plan	Exhibit A 2019 Agreement details goals and deliverables for the identified work of the administrator position, all aligned with the main focus areas of the position: Oversee entry and continued operations of partner organizations housed on site			

EXECUTIVE SUMMARY

	EXECUTIVE SUMMART				
	 Facilitate operations of partner services, meetings, professional development, site outreach, and community support Identify funding opportunities and implement processes for generating additional funds and partners Oversee and support implementation of early childhood program (Head Start, VPK, Family Literacy, Family Strengthening) Support marketing and implementation of adult education programs at the site (ESOL, GED, Adult Basic Literacy, Family Literacy, Technology) 				
	Evaluation of the position and impact in the areas above will be measured through partner logs evidencing impact, events calendars and agendas, fundraising, and facilities development.				
Research Methodology	A critical time to shape productivity is from birth to age five, when the brain develops rapidly to build the foundation of cognitive and character skills necessary for success in school, health, career and life. Early childhood education fosters cognitive skills along with attentiveness, motivation, self- control and sociability—the character skills that turn knowledge into know- how and people into productive citizens.				
	Research and economic studies show that investing in early childhood education for at-risk children is an effective strategy for reducing social costs and promoting overall economic growth. Our economic future depends on providing the tools for upward mobility and building a highly educated, skilled workforce. Early childhood education is the most efficient way to accomplish these goals. Examples of return on investment, both academic and economic include:				
	 Analysis of Perry Preschool program shows a 7% to 10% per year return on investment based on increased school and career achievement as well as reduced costs in remedial education, health and criminal justice system expenditures (Heckman) Analysis of Abecedarian/CARE's comprehensive, high-quality, birth-to-five early childhood programs for disadvantaged children, which yielded a 13% return on investment per child, per annum through better education, economic, health, and social outcomes (Heckman) The National Forum on Early Childhood Policy and Programs has found that high quality early childhood programs can yield a \$4 – \$9 dollar return per \$1 invested. 				
	 Economic analyses of several early childhood interventions demonstrate that effective programs can repay the initial investment with savings to government and benefits to society down the road (RAND). Participation in an early childhood setting alone is not sufficient to achieve positive school outcomes. Research has demonstrated that quality makes a difference to cognitive development. (Georgetown University, 2016) 				
Alignment to Strategic Goals	High Quality Education, Effective Communication, Continuous Improvement Focus Area: Early Childhood Education, Community Impact and Partnerships				

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR FUNDING ASSISTANCE FOR THE GULFSTREAM EARLY LEARNING CENTER

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

This is a First Amendment ("First Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("School Board") (collectively, the "Parties"), for funding of its Gulfstream Early Learning Center (the "Agreement").

RECITALS

- A. The Parties entered into the original Agreement on May 22, 2019.
- B. The Parties desire to renew the Agreement, include up to two (2) additional optional one-year renewal terms, and provide for funding.

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

- The Parties hereby renew the Agreement for the term beginning January 1, 2020 and ending September 30, 2020, to continue the Services and to align the Agreement with County's fiscal year.
- The Parties hereby add to the Agreement up to two (2) optional one-year renewal terms ("Option Period 1" and "Option Period 2" respectively). If exercised by County, Option Period 1 begins on October 1, 2020 and ends on September 30, 2021, and Option Period 2 begins on October 1, 2021 and ends on September 30, 2022.

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.

- Section 2.1 is hereby amended as follows:
 - 2.1 County will provide School Board with an <u>annual</u> 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.

County's decision to exercise an Option Period will be contingent upon, but not limited to, the following:

- <u>Continued demonstrated and documented need for the services or priority area</u> of funding;
- <u>Satisfactory contract compliance, program performance, and utilization of funds</u>
 by School Board, as determined by the Contract Administrator;
- c. Demonstrated financial stability by School Board;
- <u>d.</u> The availability of funds from County in accordance with Chapter 129, Florida Statutes; and
- e. Appropriation of funds by the Board.

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.

- This First Amendment is effective January 1, 2020. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.
- The Parties jointly prepared this First Amendment.
- This First Amendment 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]

Coding: Words in struck through type are deletions from existing text.

Words in underscored type are additions to existing text.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Agreement for Funding Assistance for the Gulfstream Early Learning Center: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 3rd of December 2019, and The School Board of Broward County, Florida, signing by and through its Chair, duly authorized to execute same.

COUNTY

WITNESS #1:	Broward County, by and through its County Administrator
Signature	By:
Print Name of Witness	
WITNESS #2:	day of, 2020
WITNESS #2:	Approved as to form by
	Andrew J. Meyers
	Broward County Attorney
Signature	Governmental Center, Suite 423
	115 South Andrews Avenue
	Fort Lauderdale, Florida 33301
	Telephone: (954) 357-7600
Print Name of Witness	Telecopier: (954) 357-7641
	Ву:
	Karen S. Gordon (Date)
	Senior Assistant County Attorney

KSG SBBC-GulfstreamEarlyLearning-CSA-8267.amo1 #60065 1/14/2020 FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR FUNDING ASSISTANCE FOR GULFSTREAM EARLY LEARNING CENTER.

SCHOOL BOARD

The School Board of Broward County, Florida

(SEAL OR NOTARY)

By:

onna P. Korn, Chair,

ATTEST

Robert W. Runcie, Superintendent of Schools

____day of

2020

Approved as to Form and Legal Content:

Wew _

Digitally signed by Maya A. Moore Reason: First Amendment Gulfstream Early Learning Date: 2020.02.10 08:28:32 -05'00'

Office of the General Counsel

AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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"c scho	MEETING DATE	2019-05-	07 10.05 - School Bo	ard Opera	tional Meeting	Special Orde	No No
IEM NO.:	AGENDA ITEM	ITEMS				Tim	
FF-2.	CATEGORY	FF. OFFI	ICE OF ACADEMICS				
	DEPARTMENT	Early Lea	aming/School Reading	ess		-	gendu
TITLE:	_					Yes	O No
greement betweer	The School Board of Bro	ward County	, Florida (SBBC) Gulfstrea	n Early Lear	ning Center and Broward Cou	nty	
REQUESTED A	CTION:						
		rd of Browar	d County, Florida (SBSC) (Sulfstream E	arly Learning Center and Brow	vard County.	
IIMMARY FY	PLANATION AND BA	ACKGBOI	IND.				
				ion has bee	n actively involved in the desi	on vision model a	nd
					the overall Gulfstream ELC p		
					the daily operations and prog		
					oration, Partnerships, Early C		
	y), Family Strengthening,		Service Control of the Control of th				•
his Agreement ha	s been reviewed and appr	oved as to fo	rm and legal content by the	Office of the	e General Counsel, Broward (County will sign this	agreement
llowing the School	Board approval.		2				
CHOOL BOA							
	High Quality Instru	ction (•)	Goal 2: Continuou	s Improve	ement	fective Commi	Inication
INANCIAL IM							
he potential positi	ve impact to the District is	\$100,000.					
EXHIBITS: (Li	st)						
		Broward C	ounty-Gulfstream ELC				
			001/005-05-1001	TOWAL INF	ODIVATION:		
BOARD ACTI	ON:		SOURCE OF ADDI		ORMATION:	T	004 4050
APP	ROVED	1	Name: Dr. Lori Ca	nning		Phone: 754-	321-1953
	chool Board Records Office O	nly)	Name:			Phone:	
THE SCHO		ROWAR	COUNTY, FLO	RIDA	Approved In Open	MAY 0 7	2019
	Chief Academics Offi	cer		7	Board Meeting On: By:	Henther &	must work
Signature					-3.	School Board	
	Daniel F.						
1	4/15/2019 1	102-45 PA	A	1			

Electronic Signature Form #4189 Revised 08/04//2017 RWR/ DG/LC:jrk

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 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 15th day of the month beginning the first month following execution of this Agreement, unless otherwise approved in writing by the Contract Administrator.

In order to be deemed proper, all invoices must comply with the requirements set forth in this 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 3rd Avenue, 7th 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.

- 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/ContractServicesProviederHandbook.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

- 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 <u>Public Records</u>. 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 <u>Truth-In-Negotiation Representation</u>. 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 <u>Compliance with Laws</u>. 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 <u>Joint Preparation.</u> 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 <u>Priority of Provisions</u>. 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 <u>Amendments</u>. 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 <u>Incorporation by Reference</u>. 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 <u>Use of County Logo</u>. 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 <u>Drug-Free Workplace</u>. 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 <u>Counterparts and Multiple Originals</u>. 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 29th 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:

(Signature)

TAMARA BRANNON

(Print Name of Witness

(Signature)

(Print Name of Witness)

MIRRIEN

BROWARD COUNTY, by and through

its County Administrator

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

Assistant County Attorney

Karen S. Gordon

Senior Assistant County Attorney

SA: dp School Board Gulfstream Grant.a01 03/18/19 #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

Glandy & Brakerose

Chair, Heather P. Brinkworth

7th day of May 2019

KARA ...

Signature

ATTEST:

Approved as to Form and Legal Content

Ene and

Digitally signed by Eric Abend Reason: Gulfstream ELC BC 2019 Date: 2019 04 05 15:27:43

Superintendent of Schools, Robert W. Runci@ffice 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 Responsibilitie	25			

Oversee daily operations, communications, and connections for the effective implementation of the key Gulfstream Early Learning Center components of:

- Early Childhood (0-8) Professional Learning and Development (Hub and Lab School)
- · Community and State Collaboration
- High Quality Early Childhood Education Center (Birth to Pre-K)
- · Family Strengthening and Social Services Connections
- Adult Education (ESOL, GED, Family Literacy, Technology)
- · Childcare Licensing and Childcare Accreditation
- Organization Partnerships (Hispanic Unity of Florida, Healthy Mothers Healthy Babies, SoFIA, Early Learning Coalition, Broward College, Children's Literacy Initiative, Memorial Hospital, etc.)

Required Activit	ies, Deliverables, and Timeline	
Required Activities	Deliverables	Timeline
Oversee entry and continued operations of site partner organizations	Partnership Log Partner Agreements Facilities Update	The 15th of every month starting from February 2019 - January 2020.
Facilitate operations of Partner Meetings, Professional Development, Site Outreach, and Community Support	Calendar of Events Event Flyers	The 15th of every month starting from February 2019 - January 2020.
Identify funding opportunities and implement processes for generating additional funds and partners	Funding Log and Updates	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	Early Childhood Program and Facilities Updates	The 15th of every month starting from February 2019 - January 2020.

EXHIBIT B Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. _____

Pro	ject Title	
The undersigned on behalf of The School Board of perjury that:	of Broward County, Florida,	hereby swears under penalty
1. School Board has paid all Subcontracto labor, services, or materials provided on this pro Agreement, except as provided in paragraph 2 b	ject in accordance with the "	
 The following Subcontractors and suppli obligations; a copy of the notification sent to each why payment has not been made, is attached to 	ch, explaining in reasonably s	
Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute
The undersigned is authorized to execute this Co	ertification on behalf of Scho	ool Board.
Ву_ Ву_	(Signature)	
STATE OF) COUNTY OF)	(Name and Title)	
Sworn to (or affirmed) and subscribed who is as identification.		e or who has produced
	Signature of Notary Public	
(NOTARY SEAL)	Print, Type, or Stamp Name	of Notary

	INVO	

		INVOICE #:		
Dr. Lori Canning, Executive Director Early Learning Language Acquisition The School Board of Broward County 600 SE 3 rd Ave. Fort Lauderdale, FL 33301	Agreement Number:	Date Stamp:		
	Agreement Amount \$100,000.00	On Time? Yes	No	
	Program Name:	Gulfstream Early Learning (Center	
Vendor ID: VC00030073	Billing Period for This Invoi	ce (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	
\$ Total for Activities:	\$0.00	\$0.00		
\$ Grand Total:	\$0.00	\$0.00		
B. CERTIFICATION: The undersigned, as an authorized signator for the a services billed herewith have been delivered on behalf of Broward Coupayment, and pricing requested. Authorized Signator Name and Title:			mentation is available to s	
	,			
FOR COUNTY USE:	FUND/DEPT/ACCT:			
Division Reviewer/Date:	OAS Reviewer/Date:			
I hereby certify that the backup documentation is complete, accurate, s	supports the payment reque	sted.		

EXHIBIT D - AUTHORIZED INVOICE SIGNATORS

Agreement #: 19-CP-CSA-8267	-03		
The following individuals are auti	horized to sign m	onthly invoices and certification	statements on
behalf of the street and the	Ser Law D. T.	"Provider") as required by t	his Agreement
between County and Provider:			
Dr. Lori Canning, E	xecutive Directo	r, Early Learning Language Acqu	isition and
	(Name and Title	Typewritten)	
М	ildred Grimaldo,	Director, Literacy	
	(Name and Title	Typewritten)	
and provide a copy of supporting authorizing statute, etc.): Appearing below are samples of	the authorized s	ignatures.	
Hu Whith	A 215-1	9 numbers	10 2-15
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)
11/11		ald	
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)
Witness Signature:		Witness Signature	
111 /1		5	6
Signature 14124 to 15	-	Signature J. Warn	W.E.
Name Jennifer King, Department	Secretary N	lame Jessica Brito, Office Ma	nager
(D T)			
(Print or Type) Date February 15, 2019		(Print or Type)	



Human Services Department
Community Partnerships Division
Children's Services Administration Section
115 S. Andrews Avenue, Room A360 • Fort Lauderdale, Florida 33301 • 954-357-7880 • FAX 954-357-8204

December 9, 2019

Sent Via E-mail and USPS Certified Mail

Lori Canning Ed. D Executive Director Early Learning Language Acquisition The School Board of Broward County 600 SE 3rd Ave, Floor 7 Fort Lauderdale, FL 33301

Re:

Extension of Initial Term for Agreement No. 19-CP-CSA-8267-03

Dear Dr. Canning:

This written correspondence provides formal notice of Broward County's intent to execute an amendment for an extension of the Initial Term under The School Board of Broward County, Florida, Agreement No.19-CP-CSA-8267-03 for Gulfstream Early Learning Center.

On December 3, 2019, the Board of County Commissioners hereby authorized for the County Administrator to execute the First Amendment to this Agreement extending the Initial Term which commences on January 1, 2020 and ends on September 30, 2020, followed by two optional one-year renewal terms aligning with the County's fiscal year. The amount of funding is as follows:

Service Category

Amount

Gulfstream Early Learning Center

\$100,000.00

Please be advised that the County reserves the right to exercise the termination option as indicated in Article 6 of the Agreement. If you have any questions about the information contained herein, please contact Leona McAndrews, Contract/Grants Administrator at (954) 357-6425.

Sincerely,

Mandy Wells, Acting Director

Broward County Human Services Department

cc: Darrell Cunningham, Director Community Partnerships Division Deborah Meidinger Hosey, Children's Services Administrator Leona McAndrews, Contract/Grants Administrator