



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-06-11 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

ITEM No.:
E-3.

TITLE:
Recommendation of \$500,000 or Less - 59-089V - Apprenticeship Services with The Housing Authority of the City of Fort Lauderdale

REQUESTED ACTION:
Approve the recommendation to award the above agreement with The Housing Authority of the City of Fort Lauderdale. Contract Term: June 12, 2019 through June 30, 2021, 2 Years; User Department: Atlantic Technical College; Award Amount: None; Awarded Vendor(s): The Housing Authority with the City of Fort Lauderdale; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, has partnered with The Housing Authority of the City of Fort Lauderdale for more than twenty (20) years. This Agreement helps to provide the Housing Authority residents with training that can help improve their own residential properties and develop employment skills. This program is part of the School Board's Apprenticeship programs that are offered through Atlantic Technical College.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

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

FINANCIAL IMPACT:
There is no financial impact to the District. The funds for this program are generated from student enrollment through the State Workforce Development fund and are included in Atlantic Technical College's operating budget.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Robert B.Crawford	Phone: 754-321-5103
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **JUN 11 2019**
By: *Heather P. Burkwood*
School Board Chair

Signature
Maurice Woods
5/20/2019, 2:20:15 PM

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Less

59-089V – Apprenticeship Services with The Housing Authority of the City of Fort Lauderdale

Introduction Service Description

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation to award the agreement 59-089V – Apprenticeship Program Services for a period of two (2) years from June 12, 2019 through June 30, 2021. This Agreement provides apprenticeship training to the residents of the Housing Authority to help improve their residential properties and develop employment skills.

Goods/Services Description

Responsible: Atlantic Technical College

Atlantic Technical College provides an apprenticeship program that supports students in a variety of instructional and trade programs and distinguishes the District as the largest registered apprenticeship program in the State of Florida. The apprenticeship program is a Workforce Education Program that provides a variety of building/construction, manufacturing, and machining trade programs. The Housing Authority residential program participants will be provided an apprenticeship education through Atlantic Technical College in order to develop employment skills for future employment. Also, the apprenticeship training will allow the Housing Authority to improve their residential properties.

The Housing Authority managers will identify program participants. The individuals who successfully complete this program are able to receive a Maintenance Repairer certificate and begin the Building Apprenticeship Program.

In keeping with Workforce demands, each instructional program is registered with the State of Florida according to established apprenticeship standards and is reviewed periodically for quality assurance and compliance.

Procurement Method

Responsible: PWS

Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is waived for the purchase of professional/educational services.

Financial Impact

Responsible: PWS and Atlantic Technical College

There is no financial impact to the District. The funds for this program will be generated from student enrollment through the State Workforce Development Fund and are included in Atlantic Technical College's operating budget, which includes the instructor's salary, program recruitment, instructional materials, and supplies equipment upgrade, replacement and repair; other supervisory and administrative costs related to the program.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 11th day of June, 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, FLORIDA
(hereinafter referred to as "HACFL"),
whose principal place of business is
500 West Sunrise Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC operates, controls, and supervised the public schools in Broward County as vested by the Florida Constitutions and State Statutes; and

WHEREAS, SBBC recognizes the importance of forming partnerships with business and industry, government and community-based organizations to prepare area residents to be contributing members of the community; and

WHEREAS, the HACFL has determined a need for providing residents of Fort Lauderdale Housing Authority managed sites with marketable skills; and

WHEREAS, the HACFL has determined a need for maintaining and repairing Fort Lauderdale Housing Authority managed sites; and

WHEREAS, the HACFL has been designated by the Florida Department of Education to offer Maintenance repairer, Building Apprenticeship Training Programs.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on **June 30, 2021**.

2.02 **General Provisions.**

2.02.1 This Agreement shall be governed and construed in accordance with the laws of the State of Florida, the rules and regulations of the Florida Department of Education, and the policies, rules and operating procedures of SBBC.

2.02.2 The HACFL shall follow and adhere to all policies and/or bylaws, all Florida Department of Education rules and SBBC policies relating to apprenticeship programs.

2.03 **Personnel.**

2.03.1 SBBC's designee for purposes of administering this AGREEMENT shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance. Any official written correspondence to or from the HACFL with regard to enforcing provisions of this Agreement shall be with the Superintendent of Schools and sent by United States Postal Service certified mail, return receipt requested. Routine correspondence including, but not limited to, billings, records requests, inquiries, etc., may be sent directly to the Superintendent's designated administrator.

2.03.2 The HACFL shall identify one person with whom SBBC is to communicate on all compliance issues related to this AGREEMENT. The HACFL, at its option, may designate another person with whom the SBBC is to communicate regarding the operation of its educational program. The HACFL'S teacher/coordinator shall be the only individual authorized to access student records in the SBBC's possession.

2.03.3 All HACFL instructional personnel shall meet the certification requirements as set forth in SBBC Policy 4107.1 and assign classes in accordance with the Florida Course Code Directory.

2.03.4 The HACFL will designate an employee to perform the duties of the Apprenticeship Coordinator. Such duties are described in the Apprenticeship Coordinators Handbook, as distributed by Atlantic Technical College, and which will be provided to the HACFL by SBBC.

2.04 **SBBC Disclosure of Education Records.**

- 2.04.1 The HACFL's teacher/coordinator shall be the only individual authorized to access student records in SBBC's possession.
- 2.04.2 SBBC shall provide HACFL and HACFL'S support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and inputting data into FOCUS database to record attendance.
- 2.04.3 SBBC shall provide HACFL and HACFL's support staff with access to SBBC's FOCUS student information system which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. HACFL's access to student information through FOCUS shall be limited to the students served pursuant to this Agreement. HACFL and HACFL's support staff will be provided with a verification report three (3) times per fiscal year for each class to verify FTE.
- 2.04.4 Each student will complete and sign, annually, an application packet which contains the following documents: an application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to HACFL and HACFL's support staff.
- 2.04.5 SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to HACFL and HACFL's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **HACFL Confidentiality of Education Records.**

- 2.05.1 Notwithstanding any provision to the contrary within this Agreement, HACFL shall:
 - 2.05.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

- 2.05.1.2 hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 2.05.1.3 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 2.05.1.4 safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 2.05.1.5 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 2.05.1.6 notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 2.05.1.7 fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 2.05.1.8 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 2.05.1.9 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 2.05.1.10 provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
 - 2.05.1.11 securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- 2.05.2 All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- 2.05.3 HACFL shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Students.**

- 2.06.1 Supervision and control of students in their program shall be sole responsibility of the HACFL.

2.06.2 Within thirty (30) days after the start of this Agreement, the HACFL shall provide to SBBC a copy of the HACFL's registered apprenticeship standards and Florida Department of Education registration certificate for Maintenance Repairs, Building Apprenticeship, and copies of all subsequent amendments and renewals thereto.

2.06.3 A minimum of 18 registered apprentices shall be enrolled in the Maintenance Repair, Building Apprenticeship Program in each class, to maintain adequate funding for the Apprenticeship Program.

2.07 **Curriculum and Instruction.**

2.07.1 The HACFL shall provide, at a minimum, the number of hours of instruction as specified in the registered apprenticeship standards for Maintenance Repairer, as approved by the Florida Department of Education.

2.07.2 The HACFL shall maintain and provide to SBBC upon request all records required by the Florida Department of Education for a registered apprenticeship program.

2.07.3 The HACFL shall provide instruction as described in the work process and related training section of the apprenticeship standards for Maintenance Repairer registered with the Florida Department of Education.

2.08 **Facilities.**

2.08.1 Off campus locations used for on the job training shall comply with all federal, state and local safety regulations.

2.08.2 Related training sites shall comply with state and local safety requirements.

2.09 **Finance and Attendance.**

2.09.1 SBBC shall compensate the HACFL based on the temporary hourly pay rate as established by the School Board for Career and Technical Education Teachers. The monthly timesheet submitted by the instructor will not exceed 28 hours or Seven Hundred Dollars and 00/100 Cents (\$700.00) per week on the established yearly instruction calendar. Records of the employee's hours relating to the duties of the HACFL teacher/coordinator shall be submitted to SBBC by the HACFL in a form's approved by SBBC with all invoices submitted.

- 2.09.2 SBBC shall make payments, on a monthly basis, to the HACFL for the term of this Agreement beginning on the first day of the first month after this Agreement is executed by both parties provided, however, that the HACFL has invoiced SBBC for the agreed upon amount at least twenty (20) calendar days prior to the payment due date and shall not exceed Thirty Five Thousand Dollars and 00/100 Cents (\$35,000.00) annually.
- 2.09.3 The HACFL's full-time equivalent student membership shall be counted and sent to state for funding based on attendance during the official survey weeks in July (Summer term), August (Fall term), and January (Winter term).
- 2.09.3.1 Membership – A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by SBBC. To be reported for funding, each student shall be enrolled and scheduled appropriately in the state approved course number, section number, period number, days per week and class minutes.
- 2.09.3.2 The HACFL is required to take attendance on a daily basis. Attendance reports shall be transmitted to the Superintendent's designee no later than the last day of each funding cycle. Attendance records shall be maintained in a manner prescribed by SBBC, which includes, but not limited to, designated student sign-in sheets and work time cards. The HACFL must record student's attendance in each class period in the student's attendance record in the FOCUS database.
- 2.09.3.3 Attendance – The student shall be in attendance in class at least one day during the survey week. The presence, absence, or tardiness of each student shall be checked once each day and recorded daily in the FOCUS student information system. To comply with the rules, a pupil is in attendance if actually present at the school site or away from school at a designated off campus site.
- 2.09.4 The academic program must operate a minimum of 180 days for the regular term and may operate on a flexible calendar, which differs from the approved SBBC calendar. This flexible calendar must be submitted to SBBC each year. Failure to be in operation on designated school days (SBBC calendar or flexible calendar) will be considered a default.

2.09.5 One hundred percent (100%) of the funds provided by SBBC must be used to support the HACFL educational program. Any annual funds remaining at the end of each calendar year may be carried over to the next year for use to support the HACFL educational program. Upon termination of this Agreement any remaining funds shall immediately be returned to the SBBC.

2.10 **Accountability.**

2.10.1 The HACFL shall maintain all financial records related to the Maintenance Repairer and Building Apprenticeship Program for five (5) years.

2.10.2 The HACFL shall provide a financial accounting of expenditures on a annual basis and shall be delivered to the Superintendent's designee within thirty (30) days after the close of each school year.

2.11 **Inspection of HACFL's Records by SBBC.** HACFL shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All HACFL's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by HACFL or any of HACFL's payees pursuant to this Agreement. HACFL's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. HACFL's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.11.1 **HACFL's Records Defined.** For the purposes of this Agreement, the term "HACFL's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

2.11.2 **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's

agent or authorized representative shall have access to HACFL's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to HACFL pursuant to this Agreement.

- 2.11.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide HACFL reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
- 2.11.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have access to HACFL's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.
- 2.11.5 Failure to Permit Inspection. Failure by HACFL to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any HACFL claims for payment by SBBC.
- 2.11.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by HACFL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by HACFL. If the audit discloses billings or charges to which HACFL is not contractually entitled, HACFL shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand under otherwise agreed to in writing by both parties.
- 2.11.7 Inspection of Subcontractor's Records. HACFL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by HACFL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to HACFL pursuant to this Agreement and such excluded costs shall become the liability of HACFL.

2.11.8 Inspector General Audits. HACFL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

With a Copy to: Director
The School Board of Broward County, Florida
Atlantic Technical College
4700 Coconut Creek Parkway
Coconut Creek, Florida

To HACFL: Business Manager
The Housing Authority of the City of Fort Lauderdale, Florida
500 West Sunrise Boulevard
Fort Lauderdale, Florida 33312

2.13 Background Screening. HACFL shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468 Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of HACFL or its personnel providing any services under the conditions described in the previous sentence. HACFL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to HACFL and its personnel. The parties agree that the failure of HACFL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. HACFL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from HACFL's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.14 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. HACFL shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, HACFL shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. HACFL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if HACFL does not transfer the public records to SBBC. Upon completion of the Agreement, HACFL shall transfer, at no cost, to SBBC all public records in possession of HACFL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If HACFL transfers all public records to SBBC upon completion of the Agreement, HACFL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HACFL keeps and maintains public records upon completion of the Agreement, HACFL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.15 **Liability.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.16 **Insurance Requirements.** HACFL shall comply with the following insurance requirements throughout the term of this Agreement:

2.13.1 **General Liability.** HACFL shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

- 2.13.2 Professional Liability/Errors & Omissions. HACFL shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 2.13.3 Workers' Compensation. HACFL shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 2.13.4 Auto Liability. HACFL shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- 2.13.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 2.13.6 Verification of Coverage. Proof of the required insurance must be furnished by HACFL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit HACFL to remedy any deficiencies. HACFL must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- 2.13.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:
- 2.13.7.1 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- 2.13.8 Cancellation of Insurance. HACFL is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.13.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.15 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any HACFL or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an HACFL or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions

to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar days period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree 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 agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

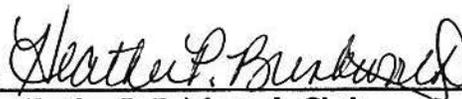
3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

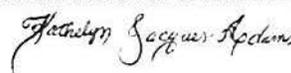
By 
Heather P. Brinkworth, Chair

(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@browardschools.com
Reason: The Housing Authority of the City of Fort
Lauderdale, Florida
Date: 2019.05.07 11:50:38 -0400

Office of the General Counsel

FOR HACFL:

(Corporate Seal)

THE HOUSING AUTHORITY OF THE
CITY OF FORT LAUDERDALE, FLORIDA

ATTEST:

By [Signature]

Print Name: TAM A. ENGLISH

Title: CEO

[Signature]
Secretary

-or-

Witness

[Signature]

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of
May, 2019 by Tam A. English of
HACFL, on behalf of the corporation/HACFL.
Name of Person
Name of Corporation or HACFL

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Sharon L. Furtado
Printed Name of Notary



Notary's Commission No.