THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, OCTOBER 21, 2025 9:00 AM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

AGENDA FOR SPECIAL SCHOOL BOARD MEETING

SPECIAL SCHOOL BOARD MEETING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

Supplemental 10/20/25

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Special School Board Meeting will be accessible virtually. **Public Written Agenda Comments - Members of the public may submit public written comments by selecting the eComments tab at the following District webpage: https://www.browardschools.com/Page/55263. Public Written Agenda Comments must be submitted no later than 1:00 p.m. the day before the published date of the School Board Meeting or Workshop. Anonymous comments will not be accepted; therefore, written comments must include the person's name, city of residence, and zip code. Written agenda comments may not exceed a maximum of twenty-two hundred and fifty (2250) characters.** Pursuant to School Board Policy 1020, the public may speak a total of twelve (12) minutes during any single meeting, not including committee reports. Additionally, in the event a large group of individuals (ten (10) or more) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes usually permitted or limit the overall time speakers will be heard on that item.

Free guest parking is available at the southeast 3rd Avenue parking lot on all School Board meeting dates.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ADDED / CHANGED ITEMS

CLOSE AGENDA

PURPOSE OF MEETING

For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

SUPERINTENDENT'S RECOMMENDATION(S)

1. Driver Safety/Education Program Agreement with Broward County
REVISED

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County, Florida (Broward County). District-wide.

Executive Summary.pdf
Agreement.pdf
Memo to Revise.pdf

2. General Counsel Transition Plan
Approve the transition plan for the General Counsel position. District-wide

Executive Summary.pdf
Job Description.pdf
Internal Timeline.pdf
External Timeline.pdf
Interim Timeline.pdf
General Counsel Contract.pdf
Job Description Comparisons.pdf

ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com. Language Interpretation/Translation Services are available for the public upon request to the Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County,

Florida, may be participating.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-10-21	Special School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Applied Learning

Agenda Item Number:	1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Driver Safety/Education Program Agreement with Broward County REVISED

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County, Florida (Broward County). District-wide.

RATIONALE:

For the Request Actions, Background/History, Alignment of the 2027 Goals and Guardrail,
Measurable Outcome(s)/Return on investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement
- Memo to Revise

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent Oct 17, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: October 21, 2025

By: School Board Chair

Established 1915
BROWARD
County Public Schools

EXECUTIVE SUMMARY

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

Recommendation to Approve the Agreement with Broward County, Florida Driver Safety/Education Program Agreement with Broward County

Board Meeting Date: October 21, 2025

Recommended Action
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County, Florida (Broward County).

Is it Statutorily Required? Yes

District-zone Impact: District-wide

Impact if the Board Voted Yes or No

If the Board votes "Yes": Funding will be available from Broward County's Driver Education Safety Trust Fund per Section 318.1215, Florida Statutes, to enhance the District's Driver Education program and support the participation of up to three thousand two hundred fifty (3,250) students in the District's Driver Education program.

If the Board votes "No": Funding will not be available from Broward County to enhance the Driver's Education program and support the participation of up to three thousand two hundred fifty (3,250) students in the District's Driver Education program.

Background/History
The Florida Legislature approved Section 318.1215, Florida Statutes, the Dori Slosberg Driver Education Safety Act, which provides additional funding for the direct educational expenses for Driver Education programs in public and non-public schools. The funding, from this statute, comes from fees paid as part of traffic tickets and may be used to enhance the District's Driver's Education program.

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

Applied Learning's Driver Safety and Education Program provides instruction to students who want to learn traffic rules and the safe operation of a motor vehicle. Students must be Broward County residents, at least fifteen (15) years of age, registered and attending a public or non-public high school in Broward County.
SBBC approved the agreement at the September 16th RSBM; however, after this agreement was signed by SBBC, Broward County required alternative language in section 10.1 due to a

change in the law and the resulting an audit of Broward County by the Florida Department of Governmental Oversight and Evaluation (DOGE) requiring updated language to the agreement.

Agreement Initial Term: Commencing October 1, 2023, through September 30, 2026; Option Period 1: If exercised, commences on October 1, 2026, and continues through September 30, 2027; Option Period 2: If exercised, commences on October 1, 2027, and continues through September 30, 2028; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

DRIVER'S ED. ENHANCEMENT FUNDS			
Calendar Year			Quarter Dates
2019	Q1	$117,542.22	1/1/19-3/31/19
	Q2	$176,515.91	4/1/19-6/30/19
	Q3	$207,148.27	7/1/19-9/30/19
	Q4	$121,044.27	10/1/19-12/31/19
	TOTAL	$622,250.67	
2020	Q1	$66,161.65	1/1/20-3/31/20
	Q2	$243,171.88	4/1/20-6/30/20
	Q3	$116,083.42	7/1/20-9/30/20
	Q4	$131,860.00	10/1/20-12/31/20
	TOTAL	$557,276.95	
2022	Q1	0	1/1/22-3/31/22
	Q2	0	4/1/22-6/30/22
	Q3	0	7/1/22-9/30/22
	Q4	$689,317.46	10/1/22-12/31/22
	TOTAL	$689,317.46	
2023	Q1	$46,338.03	1/1/22-3/31/23
	Q2	$33,701.60	4/1/23-6/30-23
	Q3	$313,852.27	7/1/23-9/30/23
	Q4	$29,049.47	10/1/23-12/31/23
	TOTAL	$422,941.37	
2024			
	TOTAL	$0.00	
2025			
	TOTAL	$0.00	

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
By the end of the academic year based on Applied Learning's current offerings at existing locations, up to three thousand two hundred fifty (3,250) students based on current will successfully complete thirty-four (34) hours of behind-the-wheel and classroom instruction, have the opportunity to take the Class E Knowledge or Skills exam, and if eligible, obtain their Restricted License or Driver's License.

Current Driver's Education Locations

Boyd Anderson High School	Everglades High School
Charles W. Flanagan High School	McArthur High School
Coral Glades High School	Northeast High School
Coral Springs High School	Plantation High School
Cypress Bay High School	Pompano Beach High School
Deerfield Beach High School	

Financial Impact, Funding Source & Budget Status
An estimated amount of $400,000 to $700,000 annually is expected from Broward County.

Is this a multi-year contract? No

Procurement Method Not applicable.

Impact on Schools Hosting schools benefit by being a hub of driver's education instruction in their community.

If there is an impact on schools, how will schools be selected/prioritized?
Schools are selected based on existing infrastructure supporting driver's education needs including an approved range, instructors and materials. Schools may request to be considered for a site.

If Applicable: Was a Survey Conducted? What Were the Results?
Not applicable.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle
Not applicable.

If Applicable: Additional Backup: Not applicable.

AGREEMENT BETWEEN BROWARD COUNTY AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
FOR FUNDING ASSISTANCE FOR DRIVER SAFETY AND EDUCATION PROGRAM
Agreement #24-CP-CSA-0073-01

This agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("Provider"), each a "Party" and collectively referred to as the "Parties."

RECITALS

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

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

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

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Clients** means individuals served under this Agreement as described in Exhibit D-1, Scope of Services.

1.4. **Contract Adjustment** means a funding adjustment or other change that may be executed, on behalf of County, by the Human Services Department Director or Deputy Director as authorized in this Agreement.

1.5. **Contract Administrator** means the Director or Deputy Director of the Broward County Human Services Department; or the Director of the division administering the Agreement as specified in Exhibit A, Agreement Specifications.

1.6. **Contract Manager** means the Human Services Department staff person who coordinates and communicates with Provider and who manages and supervises Provider's performance of the Scope of Services and the terms and conditions of this Agreement.

1.7. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.8. **HSD** means the Broward County Human Services Department.

1.9. **HSSS** means the Human Services Software System, the client services management system, or any other participant information collection and data exchange system designated by County.

1.10. **Initial Term** means the initial contracted period identified as the "Initial Term" in Exhibit A, Agreement Specifications.

1.11. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, Agreement Specifications.

1.12. **Provider Handbook** means HSD's manual for service providers that contains performance measures, standard practices, required forms, and other requirements for service delivery and contractual compliance, which is incorporated into this Agreement by reference, as may be amended from time to time by County.

1.13. **Repository** means HSD's repository under County's Evaluation and Planning Section. The repository address is identified in the Provider Handbook.

ARTICLE 2. TERM OF AGREEMENT

2.1. Term. This Agreement begins and ends on the dates specified in Exhibit A, Agreement Specifications, unless otherwise terminated as provided in this Agreement. County's Contract Administrator may renew this Agreement for up to two (2) one-year Option Periods, as specified in Exhibit A. The Contract Administrator must notify Provider of renewal in writing no less than five (5) business days prior to the expiration of the then-current term of the Agreement. Provider may object to renewal of the Agreement prior to the date on which the Option Period will begin.

2.2. Continuity of Services. If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available and expiration of the Agreement would result in a gap in the provision of services, then upon the Board's approval of funds, the term of this Agreement may be extended by the HSD Director or Deputy Director and Provider, via a Contract Adjustment, for a period not to exceed six (6) months.

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

2.3.1. Continued demonstrated and documented need for the services or priority area of funding;

2.3.2. Satisfactory contract compliance, program performance, and utilization of funds by Provider, as determined by the Contract Administrator;

2.3.3. Demonstrated financial stability by Provider;

2.3.4. The availability of funds from County in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes; and

2.3.5. Appropriation of funds by the Board.

The Contract Administrator, in their sole discretion, will determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

ARTICLE 3. SCOPE OF SERVICES

3.1. Provider must provide the services set forth in each Exhibit D-1 for each service category funded by this Agreement and must meet the outcomes in Exhibit D-2 and any applicable Contract Adjustment. The Scope of Services is a description of Provider's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the services described that exclusion would render Provider's performance impractical, illogical, or unconscionable.

3.2. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site/location listed in Exhibit D-1 or applicable Contract Adjustment at least thirty (30) days prior to such change, in accordance with the "Notices" section of this Agreement. No such opening, closing, or relocation may occur without County's prior written consent, which consent will not be unreasonably withheld.

3.3. Organizational Profile. Provider must submit a completed Organizational Profile, as defined in the Provider Handbook, to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward. Provider must update its Organizational Profile and submit it with Provider's first invoice for the then-current term of the Agreement. The Organizational Profile will be used for collecting data for a countywide resource inventory to support coordinated health education and human services planning annually in Broward County.

ARTICLE 4. COMPENSATION

4.1. Maximum Funding. County will pay Provider an amount not to exceed the amount specified in Exhibit A, Agreement Specifications, for services performed and completed under this Agreement, which amount will be accepted by Provider as full compensation for all such services. Provider acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Provider for its services under this Agreement. This maximum amount, however, does not constitute a limitation upon Provider's obligation to perform all services required by or which can be

reasonably inferred from the Scope of Services. No amount will be paid to Provider to reimburse its expenses, unless otherwise expressly required in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Provider beyond the Initial Term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended in accordance with Article 2, the maximum amount payable by County must not exceed the amount specified for each period in Exhibit A, except as provided below in the "Maximization of Return on Expenditure of County Funds" section, or otherwise appropriated by the Board.

4.2. Reduction of Funds. If Provider underutilizes County funds, the Contract Administrator has the authority to reduce the maximum funding allocated under this Agreement. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3. Maximization of Return on Expenditure of County Funds.

4.3.1. Mid-Term Funding Adjustments. In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum annual funding, in the aggregate, under this Agreement up to ten percent (10%) of the Agreement amount for that fiscal year. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3.2. Program Allocations and Payment Schedules. The Contract Administrator has the authority to adjust the allocation of maximum funding between any particular program or service category funded under this Agreement and the payment schedules throughout any term of this Agreement. Such adjustment may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3.3. Renewal Funding Adjustments. Adjustments to maximum renewal funding and corresponding revisions to the maximum units of service and minimum number of Clients to be served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider.

4.3.4. Third-Party Grant-Funded Agreements. If this Agreement is funded in whole or in part by a grant from a third party and does not provide contingent renewal funding amounts, the HSD Director or Deputy Director may, upon the Board's annual acceptance of the grant funds and approval of the allocation to Provider, execute

a Contract Adjustment to provide funding for the applicable Option Period. The Contract Adjustment may include corresponding revisions to the maximum units of service and minimum number of Clients to be served. All other terms and conditions of the Agreement remain in full force and effect.

4.4. Contract Adjustments. The Contract Administrator is authorized to increase or decrease the maximum funding allocated to Provider to maximize County's return on expenditure of its funds as expressed in this Agreement. Such adjustments must be made by the HSD Director or Deputy Director and Provider in accordance with this article.

4.4.1. Any Contract Adjustment for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director or Deputy Director and Provider, using the Contract Adjustment form attached to this Agreement as Exhibit F.

4.4.2. Any Contract Adjustment increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and Provider only after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director. The authority granted in the "Mid-Term Funding Adjustments" section will not apply to Board-approved funding increases referenced in this section.

4.4.3. All Contract Adjustments must contain, at a minimum, the following information and requirements:

4.4.3.1. A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served);

4.4.3.2. A reference to this Agreement under which the adjustment is authorized;

4.4.3.3. Any other additional instructions or provisions relating to the services authorized under this Agreement; and

4.4.3.4. Be sequentially numbered, dated, and signed by the Parties.

4.5. Method of Payment. Subject to the provisions in this article, County will pay Provider monthly for units of service delivered, invoiced, and documented as specified in Exhibit D-1, Scope of Services, and in any applicable Contract Adjustment. The total number of units of service to be billed during each term of this Agreement must not exceed the units specified in Exhibit D-1 and any applicable Contract Adjustment.

4.5.1. Required Match. In order to meet Provider's match requirement, County will pay Provider at the unit price specified in the Agreement, any applicable Contract Adjustment, and in Exhibit D-1, for only nine (9) out of ten (10) units of service delivered, invoiced, and documented unless otherwise indicated in Exhibit A, Agreement Specifications. The tenth (10th) unit will count toward Provider's match requirement. Provider's match requirement may be satisfied by either units of service or in-kind services that are dedicated to, and utilized solely for, its

service obligations under this Agreement. The use of in-kind services may be approved by the Contract Administrator following Provider's submission of a written certification that all in-kind services utilized to meet the required match requirements are limited to the performance obligations of this Agreement and satisfy the service requirements described in Exhibit D-1. Provider must submit monthly, with its invoice, documentation that accurately details all of the in-kind services utilized to meet its match requirements for the previous month.

This section 4.5.1. is inapplicable to Provider.

4.5.2. Client Copayment for Services. If Client's copayments are required as indicated in Exhibit A, Provider must assess the Client's income and impose copayments in accordance with the Copay Schedule found in the Provider Handbook.

This section 4.5.2. is inapplicable to Provider.

4.5.3. Performance. At the end of each quarter, County will reduce Provider's payment by three percent (3%) ("Reduction") for any program in which attainment of one (1) or more outcomes was more than five percent (5%) below the specified indicator(s). The Reduction will be applied to the net payment amount for the third (3rd) month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied.

At the end of each term, County will also apply this Reduction to Provider's final invoice if Provider does not serve the minimum number of unduplicated Clients as required in Exhibit D-1, Scope of Services.

If Provider does not submit an invoice in the third (3rd) month of a quarter because all funding authorized in this Agreement has been depleted, the Reduction will be based on the previous month's net payment, and Provider must pay the Reduction amount to County within thirty (30) days after County's written request for repayment. If County finds that Provider's Outcome Report contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

4.5.4. If this Agreement is funded in whole or in part by a grant from a third-party funder and either (i) the funder denies any of County's requests for payments under this Agreement as an ineligible expenditure, or (ii) the funder requests the return of any funds that have been paid erroneously to Provider (collectively, "Ineligible Amount"), County may deduct the Ineligible Amount from the next invoice submitted by Provider. If there is no longer an invoice from which to deduct the Ineligible Amount, Provider must, within ten (10) days after receiving notice from County, return to County the funds that the funder has declined to reimburse or has requested to be returned.

4.5.5. Cost Reimbursement. Where the reimbursement rate is the actual monthly cost of operating expenses, Provider must prepare a detailed line-item budget of such expenses and submit same to County for approval prior to execution of this

Agreement. Provider's line-item budget must not exceed the maximum amount(s) specified in each Exhibit D-1, Scope of Services, and must include only allowable expenses as listed in the Provider Handbook. Upon approval by County, Provider's line-item budget will be incorporated by reference into this Agreement. If this Agreement is renewed or extended, Provider must submit to County for approval no later than sixty (60) days prior to the end of the then-current term a detailed line-item budget for the renewal or extension period.

Provider acknowledges that the expenses reimbursable by County are specified in the Provider Handbook. Provider must specify in each invoice the amount of expenses incurred and submit supporting documentation to County to corroborate each expense. Expenses must be accounted for in accordance with generally accepted accounting principles, not unlawful under Applicable Law, and not precluded from allowability by any other provision of this Agreement.

This section 4.5.5. is inapplicable to Provider.

4.5.6. Invoice Requirements and Due Dates.

4.5.6.1. Provider must submit an original invoice in a form approved by the Contract Manager plus one (1) complete copy of the invoice with supporting documentation monthly on or before the date specified in Exhibit E, Required Reports and Submission Dates. If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section will be in the form of a report provided through County's designated HSSS or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes. County may apply a payment reduction to Provider on any invoice submitted to County after the due date specified in Exhibit E that results in County receiving a financial penalty from the third-party funder because of the late submission by Provider. The reduction will be in an amount equal to the financial penalty received by County.

4.5.6.2. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Provider must reimburse County, as described in the "Corrected Invoices" section, for any units that do not comply with this requirement that were previously billed and paid during any term of this Agreement.

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

4.5.6.4. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments (unless otherwise provided in this Agreement) at the rate of one-quarter (1/4) of the applicable unit rate if Provider has provided the unit of service as defined in Exhibit D-1.

4.5.7. Corrected Invoices.

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

4.5.7.2. If County determines that Provider has previously incorrectly billed and was reimbursed for a period within the current term of the Agreement, Provider must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the term of this Agreement in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.

4.5.7.3. County must pay Provider within thirty (30) days after receipt of Provider's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted (i) on the forms prescribed in the Provider Handbook, (ii) through the communication system as provided through County's HSSS, or (iii) as otherwise agreed to in writing by the HSD Director or Deputy Director. Payment may be withheld for failure of Provider to comply with a term, condition, or requirement of this Agreement. Further, County may deduct from any outstanding invoice any monies due from Provider under this Agreement.

4.5.7.4. Invoices or documentation returned to Provider for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Provider without the accrual of interest on any payments owed by County to Provider. Provider must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.

4.5.7.5. The certification statement on the monthly invoice submitted by Provider must be signed by an authorized person as referenced in Exhibit B-1, Authorized Invoice Signatories. If it becomes necessary for Provider to replace signatories, a copy of the authorizing resolution or legislation as passed by Provider's Board of Directors or Trustees or equivalent **must be submitted to the Contract Manager**, along with replacement Exhibit B-1 and Exhibit B-2 (Certification of Empowerment), within ten (10) days after replacement of the signatories.

4.5.8. If Provider has been authorized under the "Subcontracting" article of this Agreement to use subcontractors, or if Provider uses any suppliers of materials for the provision of the required services under this Agreement, Provider acknowledges the requirements in the "Subcontracting" article of this Agreement, including requirements pertaining to payments to subcontractors and suppliers.

If applicable, Provider must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached to this Agreement as Exhibit C. If payment has not been made to the approved subcontractor or the supplier, the certification must be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form explaining the good cause why payment has not been made.

4.6. Suspension of Payment. County, through its Contract Administrator in their sole discretion, may, in writing, suspend payments to Provider if Provider does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of these reports and plans. County's suspension of payment may last through the duration of Provider's noncompliance as determined solely by the Contract Administrator, and no interest will be due on any suspended payments.

4.7. Payer of Last Resort. Provider represents to County that no other reimbursement or payment is available or will be received by Provider for any services invoiced to County, and County has relied upon that representation. Provider must ensure that funding under this Agreement will not supplant any existing programs or resources and is used as funding of last resort. This Agreement specifically excludes (i) payments for services eligible to be covered by Medicaid, Medicare, or other third-party funding source ("Third-party Funding Source"); (ii) any fee collected; (iii) non-County reimbursement; or (iv) compensation of any kind, including in-kind compensation received from any Client

(collectively, "Third-party Payments"). Provider will bill and pursue collection of all available Third-party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1. If County pays Provider for a service to a Client who was not eligible for coverage from a Third-party Funding Source at the time of billing but who later becomes eligible ("Third-party Certified") and Provider receives payments from the Third-party Funding Source for the same unit of service, then Provider will deduct the amount paid by County ("County Payment") on its next invoice immediately following its receipt of payment from the Third-party Funding Source. If there are no invoices from which to deduct the Third-party Payment, Provider must reimburse County in the amount of the County Payment within thirty (30) days after Provider's receipt of payment from the Third-party Funding Source.

4.7.1.1. Provider will note in the Client's file the date upon which a Client became Third-party Certified.

4.7.1.2. Provider must keep accurate and complete records of Third-party Payments for any service covered by this Agreement, and Provider must make all of these records available to County upon demand.

4.7.1.3. Provider must report and deduct the full amount of Third-party Payments from Provider's invoices within thirty (30) days after Provider's receipt of the Third-party Payments.

4.7.2. In Emergency Conditions, as defined in Section 15.24 of this Agreement, County may waive Provider's obligation to bill and pursue collection of Third-party Payments and Client payments for services rendered to Disaster Evacuees (as defined in Section 15.24) under this Agreement.

Provider must keep accurate and complete records of services rendered that are covered by Third-party Payments for Clients served and must make these records available to County at the end of the Emergency Conditions or upon demand, whichever occurs first.

Sections 4.7.1. and 4.7.2. are inapplicable to Provider.

4.8. Equipment Purchases. Provider must report on its invoice to County all equipment that it purchased under this Agreement and must attach to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator) documentation listing in detail the kind and type of equipment, its serial number, cost, and any other data the Contract Administrator or Contract Manager requires. Provider must ensure that no equipment is disposed of without the HSD Director's or Deputy Director's prior written approval. If Provider files for bankruptcy or dissolution, voluntary or involuntary; if Provider becomes insolvent; or if this Agreement expires or is terminated with or without cause, then the title and ownership of all existing property acquired with funds from this Agreement will immediately and automatically be vested in County in the name of "Broward County, Florida." Within ten (10) days after written request by the Contract

Administrator, Provider must deliver any property vested in County to the place designated in the Contract Administrator's written request. Provider must immediately notify the Contract Administrator in writing of Provider's insolvency or its filing for bankruptcy or dissolution, voluntary or involuntary.

4.9. All payments will be made solely in the name of Provider as the official payee. The name, address, and telephone number of the official payee to whom payment will be made for Provider are specified in Exhibit A, Agreement Specifications. Provider may change any of the information provided under this section by providing written notice of the change to the Contract Administrator using the notice procedure under the "Notices" section of this Agreement. Provider must advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) days after such change.

4.10. As a condition of funding under this Agreement, Provider acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of this Agreement. If Provider exhausts County's funds under this Agreement prior to the end of any term of this Agreement, Provider is obligated to provide the same level of service to Clients as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)

Provider must comply with the HSSS requirements outlined in the Provider Handbook.

ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REPORTING REQUIREMENTS

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

ARTICLE 7. TERMINATION

7.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, Provider's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination will be deemed a termination for convenience in

accordance with Section 7.2 effective thirty (30) days after such notice was provided and Provider will be eligible for the compensation provided in Section 7.2 as its sole remedy.

7.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Provider of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County in accordance with this section, Provider will be reimbursed or paid for any services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Provider for services under this Agreement.

Additionally, the HSD Director or Deputy Director is authorized to terminate this Agreement if Provider closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determines that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director will be effective on the termination date stated in the written notice provided by County, which termination date will be not less than thirty (30) days advance written notice. The notice procedures and other requirements set forth in this section will apply to this right to terminate.

7.3. Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.

7.4. In addition to any termination rights stated in this Agreement, County is entitled to seek any and all available contractual or other remedies available at law or in equity.

7.5. Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason, Provider must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the services provided under this Agreement. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of services in a manner that causes minimal disruption to the continuity of services.

ARTICLE 8. SUBCONTRACTING

8.1. Provider is subcontracting if Provider engages a third party including, but not limited to, individuals, partnerships, corporations, or any other type of entity, via formal agreement or any other mechanism to perform the services, in whole or in part, required by this

Agreement. Services provided by third parties other than Provider's own employees, officers, and volunteers will be deemed subcontracted.

8.2. Provider may not subcontract services as defined in Section 8.1 or enter into an employee leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.

8.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter into a sub-contractual relationship with a third party and will not be an approval of any subcontracting document between Provider and its subcontractor.

8.4. Regardless of subcontracting, Provider remains responsible for and must supervise services provided under this Agreement, and County is not responsible for Provider's or its subcontractor's employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, or other similar administrative procedures applicable to services rendered under this Agreement.

8.5. The delivery of services through subcontractors will not in any way relieve Provider of full responsibility for all requirements, provisions, and terms of this Agreement.

8.6. Provider must, by written contract, require all subcontractors to conform to the requirements of this Agreement and all Applicable Law, guidelines, and standards. Provider must likewise require all subcontractors to agree to the requirements and obligations of this article.

8.7. Provider must pay all subcontractors and suppliers of materials for the provision of the services required under this Agreement prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless Provider documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits the exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

8.8. Provider must pay subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Provider agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a subcontractor or supplier in accordance with this section will be a material breach of this Agreement, unless Provider demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Provider promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. Provider must include requirements substantially similar to those set forth in this section in its contracts with subcontractors and suppliers.

8.9. Provider must reimburse County for all funds not used in compliance with this Agreement by Provider and all subcontractors.

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

9.1. Financial Statements. Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider receives funds under this Agreement, Provider must provide to the Repository and the Contract Manager Provider's audited financial statements and any generated management letters regarding funding provided under this Agreement as well as Provider's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Provider's fiscal year during which it receives County funds and for each of Provider's subsequent fiscal years until Provider expends all County funds.

9.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from its audited financial statements within two hundred seventy (270) days after the date of such management letters as they relate to the program described in this Agreement.

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Provider must include the foregoing or similar language in its contracts with all subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Although no CBE goal has been set for this Agreement, County encourages Provider to give full consideration to the use of CBE firms to perform services under this Agreement.

ARTICLE 11. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either Party nor will anything included in this Agreement be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1. County's representative is the Contract Administrator as identified in Section 1.5. The title of Provider's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, Agreement Specifications.

12.2. The empowered signatories of invoices under this Agreement for Provider are those individuals referenced in Exhibit B-1, Authorized Invoice Signatories. Changes in the empowered signatories in Exhibit B-1 must be communicated to County as directed in the "Notices" section of this Agreement.

12.3. The empowered signatory of this Agreement for Provider is identified in Exhibit B-2, Certification of Empowerment. Changes in the empowered signatory in Exhibit B-2 must be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

ARTICLE 13. INSURANCE

Provider is an entity subject to Section 768.28, Florida Statutes, and will provide the Contract Administrator with written verification of liability protection in accordance with state law on or before the date of Provider's execution of this Agreement.

ARTICLE 14. REPRESENTATIONS AND WARRANTIES

14.1. Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates Applicable Law. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.

14.2. Solicitation Representations. Provider represents and warrants that all statements and representations made in any applicable proposal, bid, or other supporting documents submitted to County in connection with this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Provider executes this Agreement, unless otherwise expressly disclosed in writing by Provider.

Provider acknowledges that:

14.2.1. Verification of liability protection and the Authorized Invoice Signatories, as shown in Exhibit B-1, must accompany this Agreement upon execution of this Agreement by Provider.

14.2.2. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

14.3. Public Entity Crime Act. If applicable, Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133,

Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

14.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Section 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the term of this Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

14.5. Claims Against Provider. Provider represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Provider, threatened against or affecting Provider, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Provider to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Provider or on the ability of Provider to conduct its business as presently conducted or as proposed or contemplated to be conducted.

14.6. Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services, and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Provider represents and warrants that the services will be performed in a skillful and respectful manner, and that the quality of all services will equal or exceed prevailing industry standards for the provision of such services.

14.7. Prohibited Telecommunications Equipment. Provider represents and certifies that Provider and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and all subcontractors will not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

14.8. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Provider represents and certifies that Provider will comply with Section 26-125(d) for the term of this Agreement.

14.9. Additional Representations. Provider represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of this Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Provider must immediately provide written notice to the Contract Administrator:

14.9.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.

14.9.2. Provider has committed no violations or potential violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.

14.9.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.

14.9.4. Provider has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Provider's financial position.

14.9.5. If Provider is operating a facility or providing a service that requires any type of licensure including but not limited to licensure under Applicable Law, Provider maintains appropriate active licenses that are all in good standing and have not been revoked or suspended.

14.9.6. When applicable, Provider will ensure compliance with the provisions of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Provider must maintain these screening requirements and records of same for volunteers and employees based on the population served.

14.10. Verification of Employment Eligibility. Provider represents that Provider and all subcontractors providing services under this Agreement have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider will be liable for all reasonable costs incurred by County due to the termination.

14.11. Provider Handbook Acknowledgment. Provider acknowledges receipt of the Provider Handbook and understands that each document contained in the Provider Handbook is made a part of this Agreement. Provider also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the revision to Provider. Provider may terminate this Agreement within thirty (30) days after notice of any updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Provider's ability to perform as contracted. Otherwise, Provider

acknowledges it will be bound by the requirements outlined in the Provider Handbook, as amended by County.

14.12. Client Records Protection. Provider represents that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all Applicable Law for the protection of confidential Client records and electronic exchange of confidential information.

14.13. Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County is entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (i) recovery of damages incurred; (ii) termination of this Agreement without any further liability to Provider; (iii) set off from any amounts due Provider the full amount of any damage incurred; and (iv) debarment of Provider.

ARTICLE 15. MISCELLANEOUS

15.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Provider to manage and supervise the performance of this Agreement. Provider acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

15.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Provider in connection with performing services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Provider may be withheld until all Documents and Work are received as provided in this Agreement. Provider must ensure that the requirements of this section are included in all agreements with all subcontractors.

15.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements

of Chapter 119, Florida Statutes, will not constitute a breach of this Agreement. If Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:

15.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

15.3.2. 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 Applicable Law;

15.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

15.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider must destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains the public records, Provider must meet all requirements of Applicable Law 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.

If Provider receives a request for public records regarding this Agreement or the services under this Agreement, Provider must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Provider must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (i) that Provider contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (ii) for which Provider asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Provider must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Provider must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Provider as Restricted Material, County will refrain from disclosing such material, unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Provider, or the claimed exemption is waived. Any failure by Provider to strictly comply

with the requirements of this section will constitute Provider's waiver of County's obligation to treat the records as Restricted Material. Provider must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including reasonable attorneys' fees, reasonable litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, ECRENSHAW@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, SUITE A-360, FORT LAUDERDALE, FLORIDA 33301.

15.4. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and all subcontractors that are related to this Agreement. Provider and all subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider and all subcontractors must make same available in written form at no cost to County. Provider must provide County with reasonable access to Provider's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Provider and all subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section will survive any dispute or litigation between the Parties, and Provider expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit and inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants County the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Provider must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Provider must pay the reasonable cost of

County's audit. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Provider.

Provider must ensure that the requirements of this section are included in all agreements with all subcontractors.

15.5. Federally Funded Contracts.

15.5.1. If Provider is a subrecipient of federal funds, Provider acknowledges that it must remain in good standing with all applicable requirements under 2 C.F.R. Part 200 and notify the Contract Manager of any changes to its status on the Federal Government's Excluded Parties List System within forty-eight (48) hours after notice.

15.5.2. If Provider is a subrecipient of federal funds and subject to the audit requirements of 2 C.F.R. Part 200 Subpart F, Provider must complete the 2 C.F.R. 200 Part F Single Audit Certification Form, which will be provided by the Contract Manager.

15.5.3. If this Agreement includes federal funds of $30,000 or more in the aggregate (inclusive of all Option Periods), Provider must complete County's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form for Subrecipients of Federal Funds, which will be provided by the Contract Manager, and submit same to County (i) within ten (10) days after execution of this Agreement, (ii) within ten (10) days after execution of an amendment or Contract Adjustment to the Agreement if such amendment or Contract Adjustment results in an aggregate amount of federal funding that equals or exceeds $30,000, or (iii) within a reasonable time as approved in writing by the Contract Administrator.

15.6. Independent Contractor. Provider is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

15.7. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under 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.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for

Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

15.9. Amendments. Unless expressly authorized in this Agreement, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Provider.

The foregoing notwithstanding, the HSD Director or Deputy Director may make adjustments in accordance with Article 4 and the "Emergency Conditions" section of this Agreement and, after consultation with the Office of the County Attorney, may also approve minor changes to the exhibits that do not substantively change the Scope of Services. The Contract Administrator may also administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

15.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

15.11. Compliance with Laws. Provider and the services under this Agreement must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements. Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

15.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this written document.

15.14. Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except

for approved subcontracting as provided in Exhibit D-1, Scope of Services, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

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

During the term of this Agreement, none of Provider's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Provider is not a party, unless compelled by legal process. Further, such persons will not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section will not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Provider is permitted under this Agreement to utilize subcontractors to perform any services required by this Agreement, Provider must require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

15.16. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

15.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated into this Agreement and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.

15.18. Third-Party Beneficiaries. Neither Provider nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.

15.19. Notices. Unless otherwise stated in this Agreement, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed in Exhibit A of this Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will

remain as set forth in Exhibit A unless and until changed by providing notice of such change in accordance with this section.

15.20. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Provider certifies that it has and will maintain a drug-free workplace program throughout the term of this Agreement.

15.21. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Provider, Provider must complete and submit Standard Form-LLL, Disclosure of Lobbying Activities.

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

15.23. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include any other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections of the section or article, 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. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.

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

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

15.24.1. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or

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

In the event of an Emergency Condition, the HSD Director or Deputy Director, in their sole discretion, has the authority during and after the Emergency Conditions to (i) make adjustments to the maximum funding, including increases, under this Agreement; (ii) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (iii) modify, add, or delete services under the Scope of Services and Exhibit D-1; (iv) modify payment schedules throughout any term of

this Agreement; (v) exercise an Option Period; (vi) waive the "Performance" section of this Agreement; and (vii) extend the term of this Agreement. All services provided under this Agreement by Provider during Emergency Conditions must be in accordance with the terms and conditions stated in the Agreement.

This Section 15.24 does not apply to this Agreement.

15.25. Discharge Planning. If Provider is a hospital district, mental health service provider, or law enforcement agency, or if Provider provides services such as hospital, jail, or mental health treatment beds, then Provider will participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

15.26. Renegotiation. The Parties agree to renegotiate this Agreement if revision of any Applicable Law or increase or decrease in allocations makes changes in this Agreement necessary.

15.27. Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement. The Provider Handbook is incorporated by reference into this Agreement.

Provider will abide by all of the covenants and representations contained in its response to the Request for Proposals (RFP), Request for Letters of Interest (RLI), or Request for Applications (RFA) (collectively, "Request"), upon which County has relied and upon which this Agreement is based, and Provider acknowledges that such covenants and representations in the Request will form, become a part of, and be incorporated by reference into this Agreement. If the Request or any of its portions conflicts with this Agreement, this Agreement will control and govern the interpretation of any conditions and terms.

15.28. Payable Interest.

15.28.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and Provider waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

15.28.2. 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, will be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

15.29. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider is considered by County to be a covered entity or business associate or is

required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA, HITECH, or other Applicable Law. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Provider's and County's uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Provider must ensure that the requirements of this section are included in all agreements with subcontractors.

15.30. Polystyrene Food Service Articles. Provider must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

15.31. Use of County Name or Logo and Publicity. Provider must not use County's name or logo in marketing or publicity materials without prior written consent from County. To seek approval for use of County's name and logo, Provider must coordinate with the Contract Manager and comply with the requirements in this section. Provider acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities undertaken by Provider concerning the services funded by this Agreement must use the name "Broward County" and the official Broward County logo and must include the following statement: "The services provided by The School Board of Broward County, Florida, are a collaborative effort between Broward County and The School Board of Broward County, Florida, with funding provided by the Board of County Commissioners of Broward County, Florida, under an agreement."

After consultation with the Contract Manager, Provider's requests for the official electronic version of the Broward County logo must be made to County's Office of Public Communications, 115 S. Andrews Avenue, Suite 506, Fort Lauderdale, Florida 33301 or publicinfo@broward.org.

15.32. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

15.33. Provider will provide County with education records in compliance with 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 and employee records as specifically indicated in Exhibit G, attached and incorporated into this Agreement , and the County will safeguard

the confidentiality of same education records and employee records as required in Exhibit G.

[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 ___ day of _____ 2025, and Provider, signing by and through its duly authorized representative.

COUNTY

Broward County, by and through its
County Administrator

By: _____
Monica Cepero, County Administrator

_____ day of _____, 2025

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

By: _____
Ronald J. Honick, III (Date)
Assistant County Attorney

RJH/bh
SBBC-DE - 24-CP-CSA-0073-01
8/22/2025
#60070

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

PROVIDER

The School Board of Broward County, Florida

By: _____
Debra Hixon, Chair

_____ day of _____, 2025

WITNESS/ATTEST:

_____
Signature

Dr. Howard Hepburn, Superintendent of Schools
Print/Type Name of Witness above

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams Digitally signed by Kathelyn Jacques-Adams Date: 2025.08.25 09:34:13 -04'00'

Note: Broward County - Driver's Education

Office of the General Counsel

Kathelyn Jacques-Adams, Assistant General Counsel

Print/Type Name and Title above

Exhibit A
Agreement Specifications

Agreement #: 24-CP-CSA-0073-01
Catalog of Federal Domestic Assistance Number (CFDA), if applicable: N/A
Federal Award Identification Number (FAIN), if applicable: N/A
Catalog of State Financial Assistance (CSFA), if applicable: N/A

I. Administering Division: Community Partnerships

II. Agreement Term (Beginning and Ending Dates):

A. Initial Term: Commences on October 1, 2023, and continues through September 30, 2026

B. Option Period 1: If exercised, commences on October 1, 2026, and continues through September 30, 2027

C. Option Period 2: If exercised, commences on October 1, 2027, and continues through September 30, 2028

III. Maximum Funding Amounts:

A. Initial Term: Amount in the Driver Education Safety Trust Fund

B. Option Period 1: Amount in the Driver Education Safety Trust Fund

C. Option Period 2: Amount in the Driver Education Safety Trust Fund

D. Extension Period : Equal to a pro rata amount of the then-existing annual funding amount

IV. Provider's Representative: Superintendent of Schools

V. Official Payee:
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
754-321-2600

fabian.cone@browardschools.com

VI. Official Notification Designations:

A. For County:
Director, Community Partnerships Division
115 S. Andrews Avenue, Suite A-370
Fort Lauderdale, Florida 33301
ecrenshaw@broward.org

B. For Provider:
Chief Academic Officer
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
754-321-2600

fabian.cone@browardschools.com

VII. Client Copay:

☐ Required ☒ Not required

VIII. Match:

☐ Required ☒ Not required because funds are derived from the Driver Education Safety Trust Fund.

IX. Required Insurance Coverage:

A. Commercial or General Liability: ☐ Required ☒ Waived

B. Business Automobile Liability: ☐ Required ☒ Waived

C. Professional Liability: ☐ Required ☒ Waived

D. Workers' Compensation & Employer's Liability: ☐ Required ☒ Waived

E. Other: Self-insured Verification ☒ Required

X. RFP/RLI/RFA Date: N/A; Published Title: N/A

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Exhibit B-1
Authorized Invoice Signatories

Agreement #: 24-CP-CSA-0073-01

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

Dillon F. Giorgis, Curriculum Supervisor - Applied Learning, or successor
(Name and Title Typewritten or Clearly Printed)

Susan Cantrick, Curriculum Supervisor - Applied Learning, or successor
(Name and Title Typewritten or Clearly Printed)

This authorization is conferred upon the individuals listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization,* ***and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc., for the Contract Manager's review and files****)*:

_____

_____

_____

_____

_____

Appearing below are samples of the authorized signatures.

_____
Authorized Signature Date

_____
Authorized Signature Date

_____
Authorized Signature Date

Exhibit B-2
Certification of Empowerment

Agreement #: 24-CP-CSA-0073-01

Debra Hixon, Chair or successor
(Name and Title Typewritten or Clearly Printed)

Dr. Howard Hepburn, Superintendent of Schools, or successor
(Name and Title Typewritten or Clearly Printed)

is duly authorized to sign this Agreement on behalf of The School Board of Broward County, Florida ("Provider"), and any amendments to this Agreement between County and Provider. The signature of the above-named person in this Agreement on behalf of Provider binds Provider to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization,* ***and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc., for the Contract Manager's review and files****)*:

_____

_____

_____

_____

_____

Appearing below is a sample of the signature(s) of the authorized representative(s).

_____	_____
Authorized Representative	Authorized Representative
_____	_____
Date	Date

EXHIBIT C*

Certification of Payments to Subcontractors and Suppliers

*[To be completed at time of invoice submittal, if applicable. See sec. 4.5.8.]

Agreement #: 24-CP-CSA-0073-01

The undersigned hereby swears under penalty of perjury that:

1. Provider has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.

2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

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

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

Dated _____, 20___ Provider:

By: _____
Signature

_____
Name and Title

STATE OF)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
Signature of Notary Public

_____
Print, Type, or Stamp Name of Notary

(NOTARY SEAL) My commission expires: _____

Exhibit D-1
Scope of Services

Agreement #: 24-CP-CSA-0073-01
Provider: The School Board of Broward County, Florida
Program: Funding Assistance for Driver Safety and Education Program

I. Scope of Services:

A. Program Description: Provider delivers Funding Assistance for Driver Safety and Education Program ("Driver Safety and Education Program"), which provides individuals currently enrolled in high school with enhanced instruction on traffic rules and how to safely operate a motor vehicle while driving.

B. Population of Focus: Individuals who meet all the eligibility criteria in the provision below ("Clients").

1. Eligibility Criteria: To be eligible to receive services under this program, an individual must meet all the following criteria:

a. Be a Broward County resident;

b. Be age fifteen (15) through their 22nd birthday; and

c. Be currently enrolled in a Broward County high school.

2. Documentation of Eligibility: Provider must screen all prospective Clients for the following:

a. Verification of Broward County residency;

b. Verification of age; and

c. Verification of high school enrollment.

C. Minimum number of unduplicated Clients to be provided services under this Agreement: N/A

D. Standards and Other Requirements: Provider must adhere to the standards and other requirements below and as set forth in the Contract Adjustments, as applicable, and the Provider Handbook.

1. Standards:

a. Provider must address the needs of Clients who are English-, Spanish-, and Creole-speaking by providing access to multilingual intakes and Driver Safety and Education Program services. Additionally, services must be culturally, linguistically, and developmentally appropriate as indicated in the Provider Handbook.

b. Provider must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline or the statewide toll-free telephone number (1-800-96ABUSE), in

accordance with Chapters 39 and 415, Florida Statutes, as amended. The foregoing provision is binding upon both Provider and its employees.

2. Other Requirements:

   a. Provider must register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD: https://access.broward.org/About.aspx.

   b. Provider must follow all requirements outlined in the Dori Slosberg Driver Education Safety Act under Chapter 318, Florida Statutes, as amended.

   c. Provider must ensure that funds provided under this Agreement are only used for program enhancements, and not replacement, of Provider's driver education program funds.

   d. Provider must further ensure that program funds are only used for direct educational expenses that are directly related to the Driver Safety and Education Program.

      i. Permitted expenses include the following:

         a) driver safety and education;

         b) teacher salaries and benefits, and license fees;

         c) student fees;

         d) driving simulators;

         e) motor vehicles, motor vehicle insurance, motor vehicle repair and maintenance, motor vehicle licenses and tags fees, and fuel;

         f) videos, compact discs, audio tapes (including digital audio files), books, and writing supplies; and

         g) additional equipment required by Applicable Law or for students with disabilities and other equipment necessary for high school traffic education programs.

      ii. For any other direct educational expenses not listed above, Provider must receive written approval by the Contract Manager prior to any purchase or disbursement.

   e. Provider must not use funds provided under this Agreement for administration of the Driver Safety and Education Program or for any other administrative costs.

   f. Provider must adhere to the current Broward County Schools Driver Education Course Syllabus and must administer a pretest prior to instruction and a posttest at the conclusion of the program.

   g. Provider must evaluate Clients utilizing the checklist and processes identified in the Florida Department of Education Driver Education/Traffic Safety Course Curriculum Standards #1900310.

h. Provider must ensure that a minimum of thirty percent (30%) of each Client's time in the program is spent in behind-the-wheel training, in accordance with the Dori Slosberg Driver Education Safety Act, as amended.

i. To ensure compliance with this subsection h., Provider must adhere to the following requirements:

a) Provider must track the number of each Client's hours spent in in-class education and in-vehicle instruction ("Client Hours"); and

b) Provider must track Client Hours either by written or electronic means.

ii. Additionally, Client Hours tracked under this subsection must be in a format that does not violate the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, as amended.

i. Upon completion of not less than 600 minutes of training to each Client, Provider must ensure that each Client receives a behind-the-wheel driving evaluation in accordance with the Florida Department of Education Driver Education/Traffic Safety Course Curriculum Standards #1900310.

j. Provider must report and submit the following program data quarterly to County along with the Outcomes Report identified in Exhibit E:

i. Number of Clients enrolled in the program;

ii. Number of driver education and safety courses held per semester;

iii. Name of the school where the courses are held; and

iv. Name of course instructor.

k. Provider must maintain and update a Continuity of Operations Plan ("COOP") that establishes policy and guidance to ensure performance of functions essential to services identified in this Agreement during (and after) a declared disaster or pandemic. Provider must provide the Contract Administrator with a copy of its COOP upon execution of this Agreement and then annually on April 15th.

E. Provider must provide the following service: Driver Training (PL-7400.1900)

The Cost per Unit of Service, Required Staff Credentials/Licensure, and Unit Definitions are set forth in the Community Partnerships Division Taxonomies Definitions Credentials outlined in the Provider Handbook at: https://www.broward.org/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx.

F. Subcontracting: ☒ None requested/allowed.

G. Locations, Telephone, Days, and Hours of Operation:

Location Name	Address	Telephone Number	Days and Hours of Operation
Administrative Offices	600 S.E. 3rd Avenue, 7th Floor Fort Lauderdale, FL 33301	754-321-2600	Monday through Friday 9:00 a.m. to 5:00 p.m.
Note: Driver Safety and Education Program is administered at various high schools throughout Broward County.			

H. Commission Districts: At the date of execution of this Agreement, Provider's service hubs are located in the following Commission Districts: 1-9

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

A. Units for Initial Term of Agreement:

Driver Training: N/A

Units for Option Period 1, if exercised:

Driver Training: N/A

Units for Option Period 2, if exercised:

Driver Training: N/A

Units per Extension, if exercised: Must be equal to a pro rata number of units of the then-current annual units per service

B. $ Amount for Initial Term of Agreement: $ Amount in the Driver Education Safety Trust Fund

$ Amount for Option Period 1, if exercised: $ Amount in the Driver Education Safety Trust Fund

$ Amount for Option Period 2, if exercised: $ Amount in the Driver Education Safety Trust Fund

$ Amount per Extension, if exercised: Must be equal to a pro rata amount of the then-current annual funding amount

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

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Exhibit D-2
Outcomes

Program Name	**Outcomes**	**Indicators**	**Deidentified Data Source** (Where the data used to complete the quarterly report is found, verified, and kept)	**Data Collection Method** (Who collects data, when, how; special calculation instructions, if needed)
Driver Safety and Education Program	Clients increase knowledge and skills critical for safe driving.	70% of Clients demonstrate a minimum of 5% improvement in their knowledge of safe driving habits by the end of the course.	Pretest and Post-test Assessments	Provider assesses Client knowledge by administering a pretest at the start of the course and a post-test upon completion of not less than 600 minutes of training. Provider compiles data and reports to County quarterly. **Calculation:** Number of Clients who demonstrate an increase in knowledge of safe driving habits via post-test / Total number of Clients who complete the course during the quarter

Program Name	Outcomes	Indicators	Deidentified Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Driver Safety and Education Program	Clients demonstrate skills to become a licensed driver.	90% of Clients pass the behind-the-wheel driving evaluation.	Copy of results of behind-the-wheel driving evaluation; Client file	Provider assesses Client skills by administering a behind-the-wheel driving evaluation upon completion of not less than 600 minutes of training. Provider compiles data and reports to County quarterly. **Calculation:** Number of Clients who pass the behind-the-wheel driving evaluation during the quarter / Total number of Clients who complete the course during the quarter

Exhibit E – Required Reports and Submission Dates

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution of this Agreement and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy, if applicable		1 copy
Certificate of Insurance/Self-insured Verification		1 copy
Continuity of Operations Plan (COOP)	Due upon execution of this Agreement and then annually on April 15th	1 copy
Line-item Budget – Unit of Service	Due upon execution and with the submission of the annual final invoice on October 15th	1 copy
Line-item Budget – Cost Reimbursement, if applicable (see sec. 4.5.5.)	Due prior to execution of this Agreement and annually prior to renewal	1 copy
Invoice and supporting documentation	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th) Invoices are either emailed to CPD@broward.org or mailed to: Community Partnerships Division 115 S. Andrews Avenue, Suite A-370 Fort Lauderdale, Florida 33301	1 copy
Outcomes Report	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th)	1 copy
Client Demographic Report	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th)	1 copy
Self-insured Verification	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statements	Due within 270 days after the close of Provider's fiscal year end; submit to Repository and copy to Contract Manager	1 copy
State Financial Assistance Reporting Package, if applicable		1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days after receipt	1 copy
Incident Reports	Due upon request and in accordance with the Provider Handbook	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward	1 copy

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

Exhibit F – Contract Adjustment
Contract Adjustment # enter number
Under Agreement # enter number
Between Broward County and Provider Legal Name
Change Type: _____

1. This Contract Adjustment is issued in accordance with the Agreement dated _____ between Broward County ("County") and Provider Legal Name ("Provider") for Agreement Title ("Agreement").

2. This Contract Adjustment authorizes Provider to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.

3. Compensation will be in accordance with the provisions of Article 4 and Exhibit A, Agreement Specifications, of this Agreement.

4. This Contract Adjustment is effective _____ (to be inserted).

5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment will alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Adjustment # **enter number**: Broward County, by and through its Human Services Department Director or Deputy Director, as authorized under Article 4 of the Agreement, and Provider, signing by and through its _____, duly authorized to execute same.

County	**Provider**
Broward County, by and through its Human Services Director or Deputy Director	Legal Name
By: _____	By: _____ Authorized Signatory
____ day of _____, 20__	_____ Print Name and Title
	____ day of _____, 20__

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT # _____

Exhibit G
SBBC Privacy and Security Clauses

1. SBBC Disclosure of Education Records (Personally Identifiable)

(a) Purpose. SBBC will provide County with the education records and statistical information listed/referenced in subsection 2(c) for the following purposes: To track the safety of SBBC's Driver Safety and Education Program for its clients (students).

(b) Consent. SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the personally identifiable education records listed in this subsection.

(c) Personally identifiable Education Records. SBBC will provide County with the following education records for each Client involved in an incident, via hard copy, for all incidents occurring during SBBC's Driver Education class:

(1) Records listed in the Broward County Community Partnerships Division Incident Report Form located in County's Provider Handbook, including the following information:

i) Client (student) File Initials/Number,

ii) Client gender,

iii) Client age, and

iv) Client date of birth.

v) Category of incident,

vi) Date and time of incident,

vii) Number of Clients involved in incident,

viii) Address at which incident took place, and

ix) Type of incident that took place.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

2. SBBC Disclosure of Education Records (De-identified)

(a) Purpose. SBBC will also provide County with the de-identified education records listed in subsection (b)(1) and (2) for the following purposes:

i) To implement SBBC's Driver Safety and Education Program, providing instruction to students who want to learn traffic rules and how to safely operate a motor vehicle,

ii) To confirm students' eligibility for the Driver Safety and Education Program, and

iii) To gather outcomes and measure Driver Safety and Education Program effectiveness.

(b) De-identified Education Records. SBBC will provide County with the following de-identified (as defined in 34 C.F.R. 99.31(b)) education records via hard copy, secure e-mail, or "view only" audit:

(1) Quarterly Demographic Report of de-identified education records which contains a Summary of Clients Served and Demographics Current Year-To-Date and;

(2) Performance measures listed in Exhibit D-2 Outcomes, which contains the percentage of Clients that demonstrate improvement in their knowledge of safe driving habits by the end of the course, and percentage of Clients that pass the behind-the-wheel driving evaluation.

(c) Exception to consent. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(b)(1), the de-identified records in subsection 1(b) may be provided without prior parental consent. To provide meaningful results and protect the privacy of individual students, this data is not reported by SBBC to County when the total number of students in a group is less than 10.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

3. SBBC Disclosure of Statistical Information

(a) Purpose. SBBC will also provide County with the statistical information listed in subsection (b)i for the following purpose:

i. To provide County with the list of schools that Driver's Education will be offered at for SBBC's Driver Safety and Education program.

(b) Statistical Information. SBBC will provide County with the following statistical information via hard copy, secure e-mail, or "view only" audit:

i. List of schools that currently offer SBBC's Driver Safety and Education program

(c) The requirements of this section shall supersede any uses and disclosures of statistical information or the like as listed in the Provider Handbook or the County's privacy policies, if any.

4. County Safeguarding the Confidentiality of Education Records

a. Notwithstanding any provision to the contrary within this Agreement, County shall:

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 ("Student Privacy Laws");

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;

3) ensure that all of its employees who have access to SBBC education records during the term of their employment abide by its obligations under this Agreement and that access to SBBC education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement as required by the Student Privacy Laws;

4) provide a list of employees with access to SBBC education records to SBBC upon request;

5) utilize the SBBC education records solely for the purposes as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and by telephone at 754-321-0436 (Manager, Information Security); 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;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, as a result of Broward County's breach;

9) purge education records from any media once the media is no longer in use or is to be disposed.

b. 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 will, at SBBC's request, return SBBC education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) or dispose of SBBC education records in compliance with the applicable Florida Retention Schedules, and provide SBBC with a written acknowledgment of said disposition.

5. County Re-Disclosure of SBBC De-identified Education Records and Statistical Information

County may only re-disclose de-identified education records and statistical information in this Exhibit externally to notify the public of program outcomes and effectiveness.

6. SBBC Disclosure of Employee Records

(a) Purpose. SBBC staff will provide County with the employee records in subsection 6(b) for the following purposes:

1. For County audits, to determine whether SBBC is following state and federal laws related to services provided to children.

2. To validate the reimbursement amounts for SBBC Driver's Education instructors.

(b) Employee Records. SBBC will provide County with the following employee records via "view only" access during an audit:

1) Name of course instructor
2) Number of driver education and safety courses held per semester
3) Name of the schools where the courses are held
4) Information from personnel file:
    i. Signed job application or resume
    ii. Background screening / Level 2 criminal background check
    iii. Current driver's license and automobile insurance (for employees that transport clients)
    iv. Proof of education
    v. Pre-employment reference check(s)
    vi. Job description
    vii. Proof of new staff orientation, including personnel policies, infectious disease risk, universal infection control procedures, standards of ethical conduct, and abuse report procedures.

(c) SBBC will provide County with the following employee records, via secure e-mail, for reimbursement requests:

1) Employee First and Last name
2) Hourly Rate
3) Additional hours worked during pay period
4) Total payment for additional hours

(d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

7. County Safeguarding the Confidentiality of Employee Records

Notwithstanding any provision to the contrary within this Agreement, County shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law.

(c) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and by telephone at 754-321-0436 (Manager, Information Security); 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;

(d) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, as a result of Broward County's breach;

8. Assessment of Data Protection Controls.

(a) County attests that County has cybersecurity controls implemented that meet or exceed acceptable cybersecurity standards as established by the U.S. Department of Education Data Security Checklist, located at https://studentprivacy.ed.gov/resources/data-security-checklist in all environments that store SBBC education records. County further attests that County adheres to the Florida State Cybersecurity Act, Section 282.318, Florida Statutes, and has implemented the NIST Cybersecurity Framework.

(b) County shall, at minimum, annually complete a self-assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards as described in 7(a). County shall provide SBBC an attestation of continued compliance with acceptable cybersecurity standards by County in all environments that store SBBC education records within ten (10) business days of written request by SBBC.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

October 20, 2025

TO: School Board Members

FROM: Dr. Angela R. Fulton
Deputy Superintendent

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE 1, DRIVER SAFETY/EDUCATION PROGRAM AGREEMENT WITH BROWARD COUNTY FOR THE OCTOBER 21, 2025, SPECIAL SCHOOL BOARD MEETING**

Attached are the revisions for 1, Driver Safety/Education Program Agreement with Broward County, for the October 21, 2025, Special School Board Meeting.

The revisions to this item are:

- **Replace Executive Summary**
  - The revised Executive Summary includes the language to rescind SBBC's September 16, 2025, Item OO-1, approval of the Agreement between SBBC and Broward County.

- **Replace the Agreement**
  - The revised Agreement has the correction to the typo from the previous agreement.

HH/ARF/FHC/SMC

Established 1915
BROWARD
County Public Schools

EXECUTIVE SUMMARY

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100
REVISED

Recommendation to Approve the Agreement with Broward County, Florida AGR24-184 - Driver Safety/Education Program Agreement with Broward County

Board Meeting Date: October 21, 2025

Recommended Action
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County, Florida (Broward County); and rescind SBBC's September 16, 2025, Item OO-1, approval of the Agreement between SBBC and Broward County.

Is it Statutorily Required? Yes

District-zone Impact: District-wide

Impact if the Board Voted Yes or No

If the Board votes "Yes": Funding will be available from Broward County's Driver Education Safety Trust Fund, per Section 318.1215, Florida Statutes, to enhance the District's Driver Education program and support the participation of up to three thousand two hundred fifty (3,250) students in the District's Driver Education program.

If the Board votes "No": Funding will not be available from Broward County to enhance the District's Driver's Education program and support the participation of up to three thousand two hundred fifty (3,250) students in the District's Driver Education program.

Background/History
The Florida Legislature approved Section 318.1215, Florida Statutes, the Dori Slosberg Driver Education Safety Act, which provides additional funding for the direct educational expenses for Driver Education programs in public and non-public schools. The funding, from this statute, comes from fees paid as part of traffic tickets and may be used to enhance the District's Driver's Education program.

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

The District's Applied Learning's Driver Safety and Education Program provides instruction to students who want to learn traffic rules and the safe operation of a motor vehicle. Students must be Broward County residents, at least fifteen (15) years of age, registered and attending a public or non-public high school in Broward County.

DRIVER'S ED. ENHANCEMENT FUNDS			
Calendar Year			Quarter Dates
2019	Q1	$117,542.22	1/1/19-3/31/19
	Q2	$176,515.91	4/1/19-6/30/19
	Q3	$207,148.27	7/1/19-9/30/19
	Q4	$121,044.27	10/1/19-12/31/19
	TOTAL	$622,250.67	
2020	Q1	$66,161.65	1/1/20-3/31/20
	Q2	$243,171.88	4/1/20-6/30/20
	Q3	$116,083.42	7/1/20-9/30/20
	Q4	$131,860.00	10/1/20-12/31/20
	TOTAL	$557,276.95	
2022	Q1	0	1/1/22-3/31/22
	Q2	0	4/1/22-6/30/22
	Q3	0	7/1/22-9/30/22
	Q4	$689,317.46	10/1/22-12/31/22
	TOTAL	$689,317.46	
2023	Q1	$46,338.03	1/1/22-3/31/23
	Q2	$33,701.60	4/1/23-6/30-23
	Q3	$313,852.27	7/1/23-9/30/23
	Q4	$29,049.47	10/1/23-12/31/23
	TOTAL	$422,941.37	
2024			
	TOTAL	$0.00	
2025			
	TOTAL	$0.00	

Broward County required that SBBC approve and sign off on the Agreement in advance of Broward County. As a result, SBBC approved the Agreement at its September 16, 2025, RSBM. However, after this Agreement was approved and signed by SBBC, Broward County required alternative language in section 10.1 due to a change in the law and the resulting audit of Broward County by the Florida Department of Governmental Oversight and Evaluation (DOGE) requiring updated language to the Agreement.

Agreement Initial Term: Commencing October 1, 2023, through September 30, 2026; Option Period 1: If exercised, commences on October 1, 2026, and continues through September 30, 2027; Option Period 2: If exercised, commences on October 1, 2027, and continues through September 30, 2028; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
By the end of the academic year based on Applied Learning's current offerings at existing locations, up to three thousand two hundred fifty (3,250) students based on current will successfully complete thirty-four (34) hours of behind-the-wheel and classroom instruction, have the opportunity to take the Class E Knowledge or Skills exam, and if eligible, obtain their Restricted License or Driver's License.

Current Driver's Education Locations

Boyd Anderson High School	Everglades High School
Charles W. Flanagan High School	McArthur High School
Coral Glades High School	Northeast High School
Coral Springs High School	Plantation High School
Cypress Bay High School	Pompano Beach High School
Deerfield Beach High School	

Financial Impact, Funding Source & Budget Status
An estimated amount of $400,000 to $700,000 annually is expected from Broward County.

Is this a multi-year contract? No

Procurement Method Not applicable.

Impact on Schools Hosting schools benefit by being a hub of driver's education instruction in their community.

If there is an impact on schools, how will schools be selected/prioritized?
Schools are selected based on existing infrastructure supporting driver's education needs including an approved range, instructors and materials. Schools may request to be considered for a site.

If Applicable: Was a Survey Conducted? What Were the Results?
Not applicable.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle
Not applicable.

If Applicable: Additional Backup: Not applicable.

AGREEMENT BETWEEN BROWARD COUNTY AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
FOR FUNDING ASSISTANCE FOR DRIVER SAFETY AND EDUCATION PROGRAM
Agreement #24-CP-CSA-0073-01

This agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("Provider"), each a "Party" and collectively referred to as the "Parties."

RECITALS

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

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

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

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Clients** means individuals served under this Agreement as described in Exhibit D-1, Scope of Services.

1.4. **Contract Adjustment** means a funding adjustment or other change that may be executed, on behalf of County, by the Human Services Department Director or Deputy Director as authorized in this Agreement.

1.5. **Contract Administrator** means the Director or Deputy Director of the Broward County Human Services Department; or the Director of the division administering the Agreement as specified in Exhibit A, Agreement Specifications.

1.6. **Contract Manager** means the Human Services Department staff person who coordinates and communicates with Provider and who manages and supervises Provider's performance of the Scope of Services and the terms and conditions of this Agreement.

1.7. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.8. **HSD** means the Broward County Human Services Department.

1.9. **HSSS** means the Human Services Software System, the client services management system, or any other participant information collection and data exchange system designated by County.

1.10. **Initial Term** means the initial contracted period identified as the "Initial Term" in Exhibit A, Agreement Specifications.

1.11. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, Agreement Specifications.

1.12. **Provider Handbook** means HSD's manual for service providers that contains performance measures, standard practices, required forms, and other requirements for service delivery and contractual compliance, which is incorporated into this Agreement by reference, as may be amended from time to time by County.

1.13. **Repository** means HSD's repository under County's Evaluation and Planning Section. The repository address is identified in the Provider Handbook.

ARTICLE 2. TERM OF AGREEMENT

2.1. Term. This Agreement begins and ends on the dates specified in Exhibit A, Agreement Specifications, unless otherwise terminated as provided in this Agreement. County's Contract Administrator may renew this Agreement for up to two (2) one-year Option Periods, as specified in Exhibit A. The Contract Administrator must notify Provider of renewal in writing no less than five (5) business days prior to the expiration of the then-current term of the Agreement. Provider may object to renewal of the Agreement prior to the date on which the Option Period will begin.

2.2. Continuity of Services. If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available and expiration of the Agreement would result in a gap in the provision of services, then upon the Board's approval of funds, the term of this Agreement may be extended by the HSD Director or Deputy Director and Provider, via a Contract Adjustment, for a period not to exceed six (6) months.

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

2.3.1. Continued demonstrated and documented need for the services or priority area of funding;

2.3.2. Satisfactory contract compliance, program performance, and utilization of funds by Provider, as determined by the Contract Administrator;

2.3.3. Demonstrated financial stability by Provider;

2.3.4. The availability of funds from County in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes; and

2.3.5. Appropriation of funds by the Board.

The Contract Administrator, in their sole discretion, will determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

ARTICLE 3. SCOPE OF SERVICES

3.1. Provider must provide the services set forth in each Exhibit D-1 for each service category funded by this Agreement and must meet the outcomes in Exhibit D-2 and any applicable Contract Adjustment. The Scope of Services is a description of Provider's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the services described that exclusion would render Provider's performance impractical, illogical, or unconscionable.

3.2. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site/location listed in Exhibit D-1 or applicable Contract Adjustment at least thirty (30) days prior to such change, in accordance with the "Notices" section of this Agreement. No such opening, closing, or relocation may occur without County's prior written consent, which consent will not be unreasonably withheld.

3.3. Organizational Profile. Provider must submit a completed Organizational Profile, as defined in the Provider Handbook, to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward. Provider must update its Organizational Profile and submit it with Provider's first invoice for the then-current term of the Agreement. The Organizational Profile will be used for collecting data for a countywide resource inventory to support coordinated health education and human services planning annually in Broward County.

ARTICLE 4. COMPENSATION

4.1. Maximum Funding. County will pay Provider an amount not to exceed the amount specified in Exhibit A, Agreement Specifications, for services performed and completed under this Agreement, which amount will be accepted by Provider as full compensation for all such services. Provider acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Provider for its services under this Agreement. This maximum amount, however, does not constitute a limitation upon Provider's obligation to perform all services required by or which can be

reasonably inferred from the Scope of Services. No amount will be paid to Provider to reimburse its expenses, unless otherwise expressly required in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Provider beyond the Initial Term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended in accordance with Article 2, the maximum amount payable by County must not exceed the amount specified for each period in Exhibit A, except as provided below in the "Maximization of Return on Expenditure of County Funds" section, or otherwise appropriated by the Board.

4.2. Reduction of Funds. If Provider underutilizes County funds, the Contract Administrator has the authority to reduce the maximum funding allocated under this Agreement. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3. Maximization of Return on Expenditure of County Funds.

4.3.1. Mid-Term Funding Adjustments. In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum annual funding, in the aggregate, under this Agreement up to ten percent (10%) of the Agreement amount for that fiscal year. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3.2. Program Allocations and Payment Schedules. The Contract Administrator has the authority to adjust the allocation of maximum funding between any particular program or service category funded under this Agreement and the payment schedules throughout any term of this Agreement. Such adjustment may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3.3. Renewal Funding Adjustments. Adjustments to maximum renewal funding and corresponding revisions to the maximum units of service and minimum number of Clients to be served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider.

4.3.4. Third-Party Grant-Funded Agreements. If this Agreement is funded in whole or in part by a grant from a third party and does not provide contingent renewal funding amounts, the HSD Director or Deputy Director may, upon the Board's annual acceptance of the grant funds and approval of the allocation to Provider, execute

a Contract Adjustment to provide funding for the applicable Option Period. The Contract Adjustment may include corresponding revisions to the maximum units of service and minimum number of Clients to be served. All other terms and conditions of the Agreement remain in full force and effect.

4.4. Contract Adjustments. The Contract Administrator is authorized to increase or decrease the maximum funding allocated to Provider to maximize County's return on expenditure of its funds as expressed in this Agreement. Such adjustments must be made by the HSD Director or Deputy Director and Provider in accordance with this article.

4.4.1. Any Contract Adjustment for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director or Deputy Director and Provider, using the Contract Adjustment form attached to this Agreement as Exhibit F.

4.4.2. Any Contract Adjustment increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and Provider only after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director. The authority granted in the "Mid-Term Funding Adjustments" section will not apply to Board-approved funding increases referenced in this section.

4.4.3. All Contract Adjustments must contain, at a minimum, the following information and requirements:

4.4.3.1. A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served);

4.4.3.2. A reference to this Agreement under which the adjustment is authorized;

4.4.3.3. Any other additional instructions or provisions relating to the services authorized under this Agreement; and

4.4.3.4. Be sequentially numbered, dated, and signed by the Parties.

4.5. Method of Payment. Subject to the provisions in this article, County will pay Provider monthly for units of service delivered, invoiced, and documented as specified in Exhibit D-1, Scope of Services, and in any applicable Contract Adjustment. The total number of units of service to be billed during each term of this Agreement must not exceed the units specified in Exhibit D-1 and any applicable Contract Adjustment.

4.5.1. Required Match. In order to meet Provider's match requirement, County will pay Provider at the unit price specified in the Agreement, any applicable Contract Adjustment, and in Exhibit D-1, for only nine (9) out of ten (10) units of service delivered, invoiced, and documented unless otherwise indicated in Exhibit A, Agreement Specifications. The tenth (10th) unit will count toward Provider's match requirement. Provider's match requirement may be satisfied by either units of service or in-kind services that are dedicated to, and utilized solely for, its

service obligations under this Agreement. The use of in-kind services may be approved by the Contract Administrator following Provider's submission of a written certification that all in-kind services utilized to meet the required match requirements are limited to the performance obligations of this Agreement and satisfy the service requirements described in Exhibit D-1. Provider must submit monthly, with its invoice, documentation that accurately details all of the in-kind services utilized to meet its match requirements for the previous month.

This section 4.5.1. is inapplicable to Provider.

4.5.2. Client Copayment for Services. If Client's copayments are required as indicated in Exhibit A, Provider must assess the Client's income and impose copayments in accordance with the Copay Schedule found in the Provider Handbook.

This section 4.5.2. is inapplicable to Provider.

4.5.3. Performance. At the end of each quarter, County will reduce Provider's payment by three percent (3%) ("Reduction") for any program in which attainment of one (1) or more outcomes was more than five percent (5%) below the specified indicator(s). The Reduction will be applied to the net payment amount for the third (3rd) month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied.

At the end of each term, County will also apply this Reduction to Provider's final invoice if Provider does not serve the minimum number of unduplicated Clients as required in Exhibit D-1, Scope of Services.

If Provider does not submit an invoice in the third (3rd) month of a quarter because all funding authorized in this Agreement has been depleted, the Reduction will be based on the previous month's net payment, and Provider must pay the Reduction amount to County within thirty (30) days after County's written request for repayment. If County finds that Provider's Outcome Report contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

4.5.4. If this Agreement is funded in whole or in part by a grant from a third-party funder and either (i) the funder denies any of County's requests for payments under this Agreement as an ineligible expenditure, or (ii) the funder requests the return of any funds that have been paid erroneously to Provider (collectively, "Ineligible Amount"), County may deduct the Ineligible Amount from the next invoice submitted by Provider. If there is no longer an invoice from which to deduct the Ineligible Amount, Provider must, within ten (10) days after receiving notice from County, return to County the funds that the funder has declined to reimburse or has requested to be returned.

4.5.5. Cost Reimbursement. Where the reimbursement rate is the actual monthly cost of operating expenses, Provider must prepare a detailed line-item budget of such expenses and submit same to County for approval prior to execution of this

Agreement. Provider's line-item budget must not exceed the maximum amount(s) specified in each Exhibit D-1, Scope of Services, and must include only allowable expenses as listed in the Provider Handbook. Upon approval by County, Provider's line-item budget will be incorporated by reference into this Agreement. If this Agreement is renewed or extended, Provider must submit to County for approval no later than sixty (60) days prior to the end of the then-current term a detailed line-item budget for the renewal or extension period.

Provider acknowledges that the expenses reimbursable by County are specified in the Provider Handbook. Provider must specify in each invoice the amount of expenses incurred and submit supporting documentation to County to corroborate each expense. Expenses must be accounted for in accordance with generally accepted accounting principles, not unlawful under Applicable Law, and not precluded from allowability by any other provision of this Agreement.

This section 4.5.5. is inapplicable to Provider.

4.5.6. Invoice Requirements and Due Dates.

4.5.6.1. Provider must submit an original invoice in a form approved by the Contract Manager plus one (1) complete copy of the invoice with supporting documentation monthly on or before the date specified in Exhibit E, Required Reports and Submission Dates. If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section will be in the form of a report provided through County's designated HSSS or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes. County may apply a payment reduction to Provider on any invoice submitted to County after the due date specified in Exhibit E that results in County receiving a financial penalty from the third-party funder because of the late submission by Provider. The reduction will be in an amount equal to the financial penalty received by County.

4.5.6.2. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Provider must reimburse County, as described in the "Corrected Invoices" section, for any units that do not comply with this requirement that were previously billed and paid during any term of this Agreement.

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

4.5.6.4. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments (unless otherwise provided in this Agreement) at the rate of one-quarter (1/4) of the applicable unit rate if Provider has provided the unit of service as defined in Exhibit D-1.

4.5.7. Corrected Invoices.

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

4.5.7.2. If County determines that Provider has previously incorrectly billed and was reimbursed for a period within the current term of the Agreement, Provider must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the term of this Agreement in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.

4.5.7.3. County must pay Provider within thirty (30) days after receipt of Provider's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted (i) on the forms prescribed in the Provider Handbook, (ii) through the communication system as provided through County's HSSS, or (iii) as otherwise agreed to in writing by the HSD Director or Deputy Director. Payment may be withheld for failure of Provider to comply with a term, condition, or requirement of this Agreement. Further, County may deduct from any outstanding invoice any monies due from Provider under this Agreement.

4.5.7.4. Invoices or documentation returned to Provider for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Provider without the accrual of interest on any payments owed by County to Provider. Provider must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.

4.5.7.5. The certification statement on the monthly invoice submitted by Provider must be signed by an authorized person as referenced in Exhibit B-1, Authorized Invoice Signatories. If it becomes necessary for Provider to replace signatories, a copy of the authorizing resolution or legislation as passed by Provider's Board of Directors or Trustees or equivalent **must be submitted to the Contract Manager**, along with replacement Exhibit B-1 and Exhibit B-2 (Certification of Empowerment), within ten (10) days after replacement of the signatories.

4.5.8. If Provider has been authorized under the "Subcontracting" article of this Agreement to use subcontractors, or if Provider uses any suppliers of materials for the provision of the required services under this Agreement, Provider acknowledges the requirements in the "Subcontracting" article of this Agreement, including requirements pertaining to payments to subcontractors and suppliers.

If applicable, Provider must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached to this Agreement as Exhibit C. If payment has not been made to the approved subcontractor or the supplier, the certification must be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form explaining the good cause why payment has not been made.

4.6. Suspension of Payment. County, through its Contract Administrator in their sole discretion, may, in writing, suspend payments to Provider if Provider does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of these reports and plans. County's suspension of payment may last through the duration of Provider's noncompliance as determined solely by the Contract Administrator, and no interest will be due on any suspended payments.

4.7. Payer of Last Resort. Provider represents to County that no other reimbursement or payment is available or will be received by Provider for any services invoiced to County, and County has relied upon that representation. Provider must ensure that funding under this Agreement will not supplant any existing programs or resources and is used as funding of last resort. This Agreement specifically excludes (i) payments for services eligible to be covered by Medicaid, Medicare, or other third-party funding source ("Third-party Funding Source"); (ii) any fee collected; (iii) non-County reimbursement; or (iv) compensation of any kind, including in-kind compensation received from any Client

(collectively, "Third-party Payments"). Provider will bill and pursue collection of all available Third-party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1. If County pays Provider for a service to a Client who was not eligible for coverage from a Third-party Funding Source at the time of billing but who later becomes eligible ("Third-party Certified") and Provider receives payments from the Third-party Funding Source for the same unit of service, then Provider will deduct the amount paid by County ("County Payment") on its next invoice immediately following its receipt of payment from the Third-party Funding Source. If there are no invoices from which to deduct the Third-party Payment, Provider must reimburse County in the amount of the County Payment within thirty (30) days after Provider's receipt of payment from the Third-party Funding Source.

4.7.1.1. Provider will note in the Client's file the date upon which a Client became Third-party Certified.

4.7.1.2. Provider must keep accurate and complete records of Third-party Payments for any service covered by this Agreement, and Provider must make all of these records available to County upon demand.

4.7.1.3. Provider must report and deduct the full amount of Third-party Payments from Provider's invoices within thirty (30) days after Provider's receipt of the Third-party Payments.

4.7.2. In Emergency Conditions, as defined in Section 15.24 of this Agreement, County may waive Provider's obligation to bill and pursue collection of Third-party Payments and Client payments for services rendered to Disaster Evacuees (as defined in Section 15.24) under this Agreement.

Provider must keep accurate and complete records of services rendered that are covered by Third-party Payments for Clients served and must make these records available to County at the end of the Emergency Conditions or upon demand, whichever occurs first.

Sections 4.7.1. and 4.7.2. are inapplicable to Provider.

4.8. Equipment Purchases. Provider must report on its invoice to County all equipment that it purchased under this Agreement and must attach to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator) documentation listing in detail the kind and type of equipment, its serial number, cost, and any other data the Contract Administrator or Contract Manager requires. Provider must ensure that no equipment is disposed of without the HSD Director's or Deputy Director's prior written approval. If Provider files for bankruptcy or dissolution, voluntary or involuntary; if Provider becomes insolvent; or if this Agreement expires or is terminated with or without cause, then the title and ownership of all existing property acquired with funds from this Agreement will immediately and automatically be vested in County in the name of "Broward County, Florida." Within ten (10) days after written request by the Contract

Administrator, Provider must deliver any property vested in County to the place designated in the Contract Administrator's written request. Provider must immediately notify the Contract Administrator in writing of Provider's insolvency or its filing for bankruptcy or dissolution, voluntary or involuntary.

4.9. All payments will be made solely in the name of Provider as the official payee. The name, address, and telephone number of the official payee to whom payment will be made for Provider are specified in Exhibit A, Agreement Specifications. Provider may change any of the information provided under this section by providing written notice of the change to the Contract Administrator using the notice procedure under the "Notices" section of this Agreement. Provider must advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) days after such change.

4.10. As a condition of funding under this Agreement, Provider acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of this Agreement. If Provider exhausts County's funds under this Agreement prior to the end of any term of this Agreement, Provider is obligated to provide the same level of service to Clients as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)

Provider must comply with the HSSS requirements outlined in the Provider Handbook.

ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REPORTING REQUIREMENTS

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

ARTICLE 7. TERMINATION

7.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, Provider's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination will be deemed a termination for convenience in

accordance with Section 7.2 effective thirty (30) days after such notice was provided and Provider will be eligible for the compensation provided in Section 7.2 as its sole remedy.

7.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Provider of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County in accordance with this section, Provider will be reimbursed or paid for any services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Provider for services under this Agreement.

Additionally, the HSD Director or Deputy Director is authorized to terminate this Agreement if Provider closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determines that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director will be effective on the termination date stated in the written notice provided by County, which termination date will be not less than thirty (30) days advance written notice. The notice procedures and other requirements set forth in this section will apply to this right to terminate.

7.3. Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.

7.4. In addition to any termination rights stated in this Agreement, County is entitled to seek any and all available contractual or other remedies available at law or in equity.

7.5. Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason, Provider must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the services provided under this Agreement. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of services in a manner that causes minimal disruption to the continuity of services.

ARTICLE 8. SUBCONTRACTING

8.1. Provider is subcontracting if Provider engages a third party including, but not limited to, individuals, partnerships, corporations, or any other type of entity, via formal agreement or any other mechanism to perform the services, in whole or in part, required by this

Agreement. Services provided by third parties other than Provider's own employees, officers, and volunteers will be deemed subcontracted.

8.2. Provider may not subcontract services as defined in Section 8.1 or enter into an employee leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.

8.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter into a sub-contractual relationship with a third party and will not be an approval of any subcontracting document between Provider and its subcontractor.

8.4. Regardless of subcontracting, Provider remains responsible for and must supervise services provided under this Agreement, and County is not responsible for Provider's or its subcontractor's employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, or other similar administrative procedures applicable to services rendered under this Agreement.

8.5. The delivery of services through subcontractors will not in any way relieve Provider of full responsibility for all requirements, provisions, and terms of this Agreement.

8.6. Provider must, by written contract, require all subcontractors to conform to the requirements of this Agreement and all Applicable Law, guidelines, and standards. Provider must likewise require all subcontractors to agree to the requirements and obligations of this article.

8.7. Provider must pay all subcontractors and suppliers of materials for the provision of the services required under this Agreement prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless Provider documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits the exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

8.8. Provider must pay subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Provider agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a subcontractor or supplier in accordance with this section will be a material breach of this Agreement, unless Provider demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Provider promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. Provider must include requirements substantially similar to those set forth in this section in its contracts with subcontractors and suppliers.

8.9. Provider must reimburse County for all funds not used in compliance with this Agreement by Provider and all subcontractors.

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

9.1. Financial Statements. Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider receives funds under this Agreement, Provider must provide to the Repository and the Contract Manager Provider's audited financial statements and any generated management letters regarding funding provided under this Agreement as well as Provider's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Provider's fiscal year during which it receives County funds and for each of Provider's subsequent fiscal years until Provider expends all County funds.

9.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from its audited financial statements within two hundred seventy (270) days after the date of such management letters as they relate to the program described in this Agreement.

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or or any other basis prohibited by Applicable Law in the performance of this Agreement. Provider must include the foregoing or similar language in its contracts with all subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Although no CBE goal has been set for this Agreement, County encourages Provider to give full consideration to the use of CBE firms to perform services under this Agreement.

ARTICLE 11. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either Party nor will anything included in this Agreement be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1. County's representative is the Contract Administrator as identified in Section 1.5. The title of Provider's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, Agreement Specifications.

12.2. The empowered signatories of invoices under this Agreement for Provider are those individuals referenced in Exhibit B-1, Authorized Invoice Signatories. Changes in the empowered signatories in Exhibit B-1 must be communicated to County as directed in the "Notices" section of this Agreement.

12.3. The empowered signatory of this Agreement for Provider is identified in Exhibit B-2, Certification of Empowerment. Changes in the empowered signatory in Exhibit B-2 must be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

ARTICLE 13. INSURANCE

Provider is an entity subject to Section 768.28, Florida Statutes, and will provide the Contract Administrator with written verification of liability protection in accordance with state law on or before the date of Provider's execution of this Agreement.

ARTICLE 14. REPRESENTATIONS AND WARRANTIES

14.1. Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates Applicable Law. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.

14.2. Solicitation Representations. Provider represents and warrants that all statements and representations made in any applicable proposal, bid, or other supporting documents submitted to County in connection with this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Provider executes this Agreement, unless otherwise expressly disclosed in writing by Provider.

Provider acknowledges that:

14.2.1. Verification of liability protection and the Authorized Invoice Signatories, as shown in Exhibit B-1, must accompany this Agreement upon execution of this Agreement by Provider.

14.2.2. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

14.3. Public Entity Crime Act. If applicable, Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133,

Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

14.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Section 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the term of this Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

14.5. Claims Against Provider. Provider represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Provider, threatened against or affecting Provider, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Provider to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Provider or on the ability of Provider to conduct its business as presently conducted or as proposed or contemplated to be conducted.

14.6. Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services, and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Provider represents and warrants that the services will be performed in a skillful and respectful manner, and that the quality of all services will equal or exceed prevailing industry standards for the provision of such services.

14.7. Prohibited Telecommunications Equipment. Provider represents and certifies that Provider and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and all subcontractors will not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

14.8. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Provider represents and certifies that Provider will comply with Section 26-125(d) for the term of this Agreement.

14.9. Additional Representations. Provider represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of this Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Provider must immediately provide written notice to the Contract Administrator:

14.9.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.

14.9.2. Provider has committed no violations or potential violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.

14.9.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.

14.9.4. Provider has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Provider's financial position.

14.9.5. If Provider is operating a facility or providing a service that requires any type of licensure including but not limited to licensure under Applicable Law, Provider maintains appropriate active licenses that are all in good standing and have not been revoked or suspended.

14.9.6. When applicable, Provider will ensure compliance with the provisions of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Provider must maintain these screening requirements and records of same for volunteers and employees based on the population served.

14.10. Verification of Employment Eligibility. Provider represents that Provider and all subcontractors providing services under this Agreement have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider will be liable for all reasonable costs incurred by County due to the termination.

14.11. Provider Handbook Acknowledgment. Provider acknowledges receipt of the Provider Handbook and understands that each document contained in the Provider Handbook is made a part of this Agreement. Provider also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the revision to Provider. Provider may terminate this Agreement within thirty (30) days after notice of any updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Provider's ability to perform as contracted. Otherwise, Provider

acknowledges it will be bound by the requirements outlined in the Provider Handbook, as amended by County.

14.12. Client Records Protection. Provider represents that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all Applicable Law for the protection of confidential Client records and electronic exchange of confidential information.

14.13. Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County is entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (i) recovery of damages incurred; (ii) termination of this Agreement without any further liability to Provider; (iii) set off from any amounts due Provider the full amount of any damage incurred; and (iv) debarment of Provider.

ARTICLE 15. MISCELLANEOUS

15.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Provider to manage and supervise the performance of this Agreement. Provider acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

15.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Provider in connection with performing services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Provider may be withheld until all Documents and Work are received as provided in this Agreement. Provider must ensure that the requirements of this section are included in all agreements with all subcontractors.

15.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements

of Chapter 119, Florida Statutes, will not constitute a breach of this Agreement. If Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:

15.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

15.3.2. 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 Applicable Law;

15.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

15.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider must destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains the public records, Provider must meet all requirements of Applicable Law 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.

If Provider receives a request for public records regarding this Agreement or the services under this Agreement, Provider must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Provider must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (i) that Provider contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (ii) for which Provider asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Provider must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Provider must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Provider as Restricted Material, County will refrain from disclosing such material, unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Provider, or the claimed exemption is waived. Any failure by Provider to strictly comply

with the requirements of this section will constitute Provider's waiver of County's obligation to treat the records as Restricted Material. Provider must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including reasonable attorneys' fees, reasonable litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, ECRENSHAW@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, SUITE A-360, FORT LAUDERDALE, FLORIDA 33301.

15.4. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and all subcontractors that are related to this Agreement. Provider and all subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider and all subcontractors must make same available in written form at no cost to County. Provider must provide County with reasonable access to Provider's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Provider and all subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section will survive any dispute or litigation between the Parties, and Provider expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit and inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants County the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Provider must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Provider must pay the reasonable cost of

County's audit. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Provider.

Provider must ensure that the requirements of this section are included in all agreements with all subcontractors.

15.5. Federally Funded Contracts.

15.5.1. If Provider is a subrecipient of federal funds, Provider acknowledges that it must remain in good standing with all applicable requirements under 2 C.F.R. Part 200 and notify the Contract Manager of any changes to its status on the Federal Government's Excluded Parties List System within forty-eight (48) hours after notice.

15.5.2. If Provider is a subrecipient of federal funds and subject to the audit requirements of 2 C.F.R. Part 200 Subpart F, Provider must complete the 2 C.F.R. 200 Part F Single Audit Certification Form, which will be provided by the Contract Manager.

15.5.3. If this Agreement includes federal funds of $30,000 or more in the aggregate (inclusive of all Option Periods), Provider must complete County's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form for Subrecipients of Federal Funds, which will be provided by the Contract Manager, and submit same to County (i) within ten (10) days after execution of this Agreement, (ii) within ten (10) days after execution of an amendment or Contract Adjustment to the Agreement if such amendment or Contract Adjustment results in an aggregate amount of federal funding that equals or exceeds $30,000, or (iii) within a reasonable time as approved in writing by the Contract Administrator.

15.6. Independent Contractor. Provider is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

15.7. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under 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.

15.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for

Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

15.9. Amendments. Unless expressly authorized in this Agreement, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Provider.

The foregoing notwithstanding, the HSD Director or Deputy Director may make adjustments in accordance with Article 4 and the "Emergency Conditions" section of this Agreement and, after consultation with the Office of the County Attorney, may also approve minor changes to the exhibits that do not substantively change the Scope of Services. The Contract Administrator may also administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

15.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

15.11. Compliance with Laws. Provider and the services under this Agreement must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements. Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

15.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this written document.

Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except

for approved subcontracting as provided in Exhibit D-1, Scope of Services, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

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

During the term of this Agreement, none of Provider's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Provider is not a party, unless compelled by legal process. Further, such persons will not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section will not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Provider is permitted under this Agreement to utilize subcontractors to perform any services required by this Agreement, Provider must require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

15.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

15.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated into this Agreement and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.

15.17. Third-Party Beneficiaries. Neither Provider nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.

15.18. Notices. Unless otherwise stated in this Agreement, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed in Exhibit A of this Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will

remain as set forth in Exhibit A unless and until changed by providing notice of such change in accordance with this section.

15.19. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Provider certifies that it has and will maintain a drug-free workplace program throughout the term of this Agreement.

15.20. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Provider, Provider must complete and submit Standard Form-LLL, Disclosure of Lobbying Activities.

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

15.22. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include any other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections of the section or article, 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. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.

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

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

15.23.1. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or

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

In the event of an Emergency Condition, the HSD Director or Deputy Director, in their sole discretion, has the authority during and after the Emergency Conditions to (i) make adjustments to the maximum funding, including increases, under this Agreement; (ii) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (iii) modify, add, or delete services under the Scope of Services and Exhibit D-1; (iv) modify payment schedules throughout any term of

this Agreement; (v) exercise an Option Period; (vi) waive the "Performance" section of this Agreement; and (vii) extend the term of this Agreement. All services provided under this Agreement by Provider during Emergency Conditions must be in accordance with the terms and conditions stated in the Agreement.

This Section 15.24 does not apply to this Agreement.

15.24. Discharge Planning. If Provider is a hospital district, mental health service provider, or law enforcement agency, or if Provider provides services such as hospital, jail, or mental health treatment beds, then Provider will participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

15.25. Renegotiation. The Parties agree to renegotiate this Agreement if revision of any Applicable Law or increase or decrease in allocations makes changes in this Agreement necessary.

15.26. Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement. The Provider Handbook is incorporated by reference into this Agreement.

Provider will abide by all of the covenants and representations contained in its response to the Request for Proposals (RFP), Request for Letters of Interest (RLI), or Request for Applications (RFA) (collectively, "Request"), upon which County has relied and upon which this Agreement is based, and Provider acknowledges that such covenants and representations in the Request will form, become a part of, and be incorporated by reference into this Agreement. If the Request or any of its portions conflicts with this Agreement, this Agreement will control and govern the interpretation of any conditions and terms.

15.27. Payable Interest.

15.27.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and Provider waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

15.27.2. 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, will be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

15.28. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider is considered by County to be a covered entity or business associate or is

required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA, HITECH, or other Applicable Law. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Provider's and County's uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Provider must ensure that the requirements of this section are included in all agreements with subcontractors.

15.29. Polystyrene Food Service Articles. Provider must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

15.30. Use of County Name or Logo and Publicity. Provider must not use County's name or logo in marketing or publicity materials without prior written consent from County. To seek approval for use of County's name and logo, Provider must coordinate with the Contract Manager and comply with the requirements in this section. Provider acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities undertaken by Provider concerning the services funded by this Agreement must use the name "Broward County" and the official Broward County logo and must include the following statement: "The services provided by The School Board of Broward County, Florida, are a collaborative effort between Broward County and The School Board of Broward County, Florida, with funding provided by the Board of County Commissioners of Broward County, Florida, under an agreement."

After consultation with the Contract Manager, Provider's requests for the official electronic version of the Broward County logo must be made to County's Office of Public Communications, 115 S. Andrews Avenue, Suite 506, Fort Lauderdale, Florida 33301 or publicinfo@broward.org.

15.31. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

15.32. Provider will provide County with education records in compliance with 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 and employee records as specifically indicated in Exhibit G, attached and incorporated into this Agreement , and the County will safeguard

the confidentiality of same education records and employee records as required in Exhibit G.

[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 Mayor or Vice-Mayor, authorized to execute same by Board action on the 21st day of October, 2025, and Provider, signing by and through its duly authorized representative.

COUNTY

Broward County, by and through its
County Administrator

By: _____
Monica Cepero, County Administrator

_____ day of _____, 2025

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

By: _____
Ronald J. Honick, III (Date)
Assistant County Attorney

RJH/bh
SBBC-DE - 24-CP-CSA-0073-01
10/20/2025
#60070

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

PROVIDER

The School Board of Broward County, Florida

By: _____
Debra Hixon, Chair

_____ day of _____, 2025

WITNESS/ATTEST:

_____
Signature

Dr. Howard Hepburn, Superintendent of Schools
Print/Type Name of Witness above

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2025.10.20 15:20:56 -04'00'

Note: - Broward County - Driver's Education (3)

_____
Office of the General Counsel

Kathelyn Jacques-Adams, Assistant General Counsel
_____
Print/Type Name and Title above

Exhibit A
Agreement Specifications

Agreement #: 24-CP-CSA-0073-01
Catalog of Federal Domestic Assistance Number (CFDA), if applicable: N/A
Federal Award Identification Number (FAIN), if applicable: N/A
Catalog of State Financial Assistance (CSFA), if applicable: N/A

I. Administering Division: Community Partnerships

II. Agreement Term (Beginning and Ending Dates):

A. Initial Term: Commences on October 1, 2023, and continues through September 30, 2026

B. Option Period 1: If exercised, commences on October 1, 2026, and continues through September 30, 2027

C. Option Period 2: If exercised, commences on October 1, 2027, and continues through September 30, 2028

III. Maximum Funding Amounts:

A. Initial Term: Amount in the Driver Education Safety Trust Fund

B. Option Period 1: Amount in the Driver Education Safety Trust Fund

C. Option Period 2: Amount in the Driver Education Safety Trust Fund

D. Extension Period : Equal to a pro rata amount of the then-existing annual funding amount

IV. Provider's Representative: Superintendent of Schools

V. Official Payee:
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
754-321-2600
fabian.cone@browardschools.com

VI. Official Notification Designations:

A. For County:
Director, Community Partnerships Division
115 S. Andrews Avenue, Suite A-370
Fort Lauderdale, Florida 33301
ecrenshaw@broward.org

B. For Provider:
Chief Academic Officer
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
754-321-2600
fabian.cone@browardschools.com

VII. Client Copay:

☐ Required ☒ Not required

VIII. Match:

☐ Required ☒ Not required because funds are derived from the Driver Education Safety Trust Fund.

IX. Required Insurance Coverage:

A. Commercial or General Liability: ☐ Required ☒ Waived

B. Business Automobile Liability: ☐ Required ☒ Waived

C. Professional Liability: ☐ Required ☒ Waived

D. Workers' Compensation & Employer's Liability: ☐ Required ☒ Waived

E. Other: Self-insured Verification ☒ Required

X. RFP/RLI/RFA Date: N/A; Published Title: N/A

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Exhibit B-1
Authorized Invoice Signatories

Agreement #: 24-CP-CSA-0073-01

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

Dillon F. Giorgis, Curriculum Supervisor - Applied Learning, or successor
(Name and Title Typewritten or Clearly Printed)

Susan Cantrick, Curriculum Supervisor - Applied Learning, or successor
(Name and Title Typewritten or Clearly Printed)

This authorization is conferred upon the individuals listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization,* ***and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc., for the Contract Manager's review and files****)*:

_____

_____

_____

_____

_____

Appearing below are samples of the authorized signatures.

_____
Authorized Signature Date

_____
Authorized Signature Date

_____
Authorized Signature Date

Exhibit B-2
Certification of Empowerment

Agreement #: 24-CP-CSA-0073-01

Debra Hixon, Chair or successor
(Name and Title Typewritten or Clearly Printed)

Dr. Howard Hepburn, Superintendent of Schools, or successor
(Name and Title Typewritten or Clearly Printed)

is duly authorized to sign this Agreement on behalf of The School Board of Broward County, Florida ("Provider"), and any amendments to this Agreement between County and Provider. The signature of the above-named person in this Agreement on behalf of Provider binds Provider to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization,* ***and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc., for the Contract Manager's review and files****)*:

_____

_____

_____

_____

_____

Appearing below is a sample of the signature(s) of the authorized representative(s).

_____ _____
Authorized Representative Authorized Representative

_____ _____
Date Date

Exhibit C*

Certification of Payments to Subcontractors and Suppliers

*[To be completed at time of invoice submittal, if applicable. See sec. 4.5.8.]

Agreement #: 24-CP-CSA-0073-01

The undersigned hereby swears under penalty of perjury that:

1. Provider has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.

2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

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

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

Dated _____, 20___ Provider:

By: _____
Signature

_____
Name and Title

STATE OF)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____
Signature of Notary Public

_____
Print, Type, or Stamp Name of Notary

(NOTARY SEAL) My commission expires: _____

Exhibit D-1
Scope of Services

Agreement #: 24-CP-CSA-0073-01
Provider: The School Board of Broward County, Florida
Program: Funding Assistance for Driver Safety and Education Program

I. Scope of Services:

A. Program Description: Provider delivers Funding Assistance for Driver Safety and Education Program ("Driver Safety and Education Program"), which provides individuals currently enrolled in high school with enhanced instruction on traffic rules and how to safely operate a motor vehicle while driving.

B. Population of Focus: Individuals who meet all the eligibility criteria in the provision below ("Clients").

1. Eligibility Criteria: To be eligible to receive services under this program, an individual must meet all the following criteria:

a. Be a Broward County resident;

b. Be age fifteen (15) through their 22nd birthday; and

c. Be currently enrolled in a Broward County high school.

2. Documentation of Eligibility: Provider must screen all prospective Clients for the following:

a. Verification of Broward County residency;

b. Verification of age; and

c. Verification of high school enrollment.

C. Minimum number of unduplicated Clients to be provided services under this Agreement: N/A

D. Standards and Other Requirements: Provider must adhere to the standards and other requirements below and as set forth in the Contract Adjustments, as applicable, and the Provider Handbook.

1. Standards:

a. Provider must address the needs of Clients who are English-, Spanish-, and Creole-speaking by providing access to multilingual intakes and Driver Safety and Education Program services. Additionally, services must be culturally, linguistically, and developmentally appropriate as indicated in the Provider Handbook.

b. Provider must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline or the statewide toll-free telephone number (1-800-96ABUSE), in

accordance with Chapters 39 and 415, Florida Statutes, as amended. The foregoing provision is binding upon both Provider and its employees.

2. Other Requirements:

   a. Provider must register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD: https://access.broward.org/About.aspx.

   b. Provider must follow all requirements outlined in the Dori Slosberg Driver Education Safety Act under Chapter 318, Florida Statutes, as amended.

   c. Provider must ensure that funds provided under this Agreement are only used for program enhancements, and not replacement, of Provider's driver education program funds.

   d. Provider must further ensure that program funds are only used for direct educational expenses that are directly related to the Driver Safety and Education Program.

      i. Permitted expenses include the following:

         a) driver safety and education;

         b) teacher salaries and benefits, and license fees;

         c) student fees;

         d) driving simulators;

         e) motor vehicles, motor vehicle insurance, motor vehicle repair and maintenance, motor vehicle licenses and tags fees, and fuel;

         f) videos, compact discs, audio tapes (including digital audio files), books, and writing supplies; and

         g) additional equipment required by Applicable Law or for students with disabilities and other equipment necessary for high school traffic education programs.

      ii. For any other direct educational expenses not listed above, Provider must receive written approval by the Contract Manager prior to any purchase or disbursement.

   e. Provider must not use funds provided under this Agreement for administration of the Driver Safety and Education Program or for any other administrative costs.

   f. Provider must adhere to the current Broward County Schools Driver Education Course Syllabus and must administer a pretest prior to instruction and a posttest at the conclusion of the program.

   g. Provider must evaluate Clients utilizing the checklist and processes identified in the Florida Department of Education Driver Education/Traffic Safety Course Curriculum Standards #1900310.

h. Provider must ensure that a minimum of thirty percent (30%) of each Client's time in the program is spent in behind-the-wheel training, in accordance with the Dori Slosberg Driver Education Safety Act, as amended.

i. To ensure compliance with this subsection h., Provider must adhere to the following requirements:

a) Provider must track the number of each Client's hours spent in in-class education and in-vehicle instruction ("Client Hours"); and

b) Provider must track Client Hours either by written or electronic means.

ii. Additionally, Client Hours tracked under this subsection must be in a format that does not violate the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, as amended.

i. Upon completion of not less than 600 minutes of training to each Client, Provider must ensure that each Client receives a behind-the-wheel driving evaluation in accordance with the Florida Department of Education Driver Education/Traffic Safety Course Curriculum Standards #1900310.

j. Provider must report and submit the following program data quarterly to County along with the Outcomes Report identified in Exhibit E:

i. Number of Clients enrolled in the program;

ii. Number of driver education and safety courses held per semester;

iii. Name of the school where the courses are held; and

iv. Name of course instructor.

k. Provider must maintain and update a Continuity of Operations Plan ("COOP") that establishes policy and guidance to ensure performance of functions essential to services identified in this Agreement during (and after) a declared disaster or pandemic. Provider must provide the Contract Administrator with a copy of its COOP upon execution of this Agreement and then annually on April 15th.

E. Provider must provide the following service: Driver Training (PL-7400.1900)

The Cost per Unit of Service, Required Staff Credentials/Licensure, and Unit Definitions are set forth in the Community Partnerships Division Taxonomies Definitions Credentials outlined in the Provider Handbook at: https://www.broward.org/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx.

F. Subcontracting: ☒ None requested/allowed.

G. Locations, Telephone, Days, and Hours of Operation:

Location Name	Address	Telephone Number	Days and Hours of Operation
Administrative Offices	600 S.E. 3rd Avenue 7th Floor Fort Lauderdale, FL 33301	754-321-2600	Monday through Friday 9:00 a.m. to 5:00 p.m.
Note: Driver Safety and Education Program is administered at various high schools throughout Broward County.			

H. Commission Districts: At the date of execution of this Agreement, Provider's service hubs are located in the following Commission Districts: 1-9

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

A. Units for Initial Term of Agreement:

Driver Training: N/A

Units for Option Period 1, if exercised:

Driver Training: N/A

Units for Option Period 2, if exercised:

Driver Training: N/A

Units per Extension, if exercised: Must be equal to a pro rata number of units of the then-current annual units per service

B. $ Amount for Initial Term of Agreement: $ Amount in the Driver Education Safety Trust Fund

$ Amount for Option Period 1, if exercised: $ Amount in the Driver Education Safety Trust Fund

$ Amount for Option Period 2, if exercised: $ Amount in the Driver Education Safety Trust Fund

$ Amount per Extension, if exercised: Must be equal to a pro rata amount of the then-current annual funding amount

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

[Remainder of Page Intentionally Left Blank]

Exhibit D-2
Outcomes

Program Name	**Outcomes**	**Indicators**	**Deidentified Data Source** (Where the data used to complete the quarterly report is found, verified, and kept)	**Data Collection Method** (Who collects data, when, how; special calculation instructions, if needed)
Driver Safety and Education Program	Clients increase knowledge and skills critical for safe driving.	70% of Clients demonstrate a minimum of 5% improvement in their knowledge of safe driving habits by the end of the course.	Pretest and Post-test Assessments	Provider assesses Client knowledge by administering a pretest at the start of the course and a post-test upon completion of not less than 600 minutes of training. Provider compiles data and reports to County quarterly. **Calculation:** Number of Clients who demonstrate an increase in knowledge of safe driving habits via post-test / Total number of Clients who complete the course during the quarter

Program Name	Outcomes	Indicators	Deidentified Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Driver Safety and Education Program	Clients demonstrate skills to become a licensed driver.	90% of Clients pass the behind-the-wheel driving evaluation.	Copy of results of behind-the-wheel driving evaluation; Client file	Provider assesses Client skills by administering a behind-the-wheel driving evaluation upon completion of not less than 600 minutes of training. Provider compiles data and reports to County quarterly. **Calculation:** Number of Clients who pass the behind-the-wheel driving evaluation during the quarter / Total number of Clients who complete the course during the quarter

Exhibit E – Required Reports and Submission Dates

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution of this Agreement and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy, if applicable		1 copy
Certificate of Insurance/Self-insured Verification		1 copy
Continuity of Operations Plan (COOP)	Due upon execution of this Agreement and then annually on April 15th	1 copy
Line-item Budget – Unit of Service	Due upon execution and with the submission of the annual final invoice on October 15th	1 copy
Line-item Budget – Cost Reimbursement, if applicable (see sec. 4.5.5.)	Due prior to execution of this Agreement and annually prior to renewal	1 copy
Invoice and supporting documentation	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th) Invoices are either emailed to CPD@broward.org or mailed to: Community Partnerships Division 115 S. Andrews Avenue, Suite A-370 Fort Lauderdale, Florida 33301	1 copy
Outcomes Report	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th)	1 copy
Client Demographic Report	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th)	1 copy
Self-insured Verification	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statements	Due within 270 days after the close of Provider's fiscal year end; submit to Repository and copy to Contract Manager	1 copy
State Financial Assistance Reporting Package, if applicable		1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days after receipt	1 copy
Incident Reports	Due upon request and in accordance with the Provider Handbook	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward	1 copy

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

Exhibit F – Contract Adjustment
Contract Adjustment # enter number
Under Agreement # enter number
Between Broward County and Provider Legal Name
Change Type: _____

1. This Contract Adjustment is issued in accordance with the Agreement dated _____ between Broward County ("County") and Provider Legal Name ("Provider") for Agreement Title ("Agreement").

2. This Contract Adjustment authorizes Provider to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.

3. Compensation will be in accordance with the provisions of Article 4 and Exhibit A, Agreement Specifications, of this Agreement.

4. This Contract Adjustment is effective _____ (to be inserted).

5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment will alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Adjustment # **enter number**: Broward County, by and through its Human Services Department Director or Deputy Director, as authorized under Article 4 of the Agreement, and Provider, signing by and through its _____, duly authorized to execute same.

County	**Provider**
Broward County, by and through its Human Services Director or Deputy Director	Legal Name
By: _____	By: _____ Authorized Signatory
____ day of _____, 20__	_____ Print Name and Title
	____ day of _____, 20__

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT # _____

Exhibit G
SBBC Privacy and Security Clauses

1. SBBC Disclosure of Education Records (Personally Identifiable)

(a) Purpose. SBBC will provide County with the education records and statistical information listed/referenced in subsection 2(c) for the following purposes: To track the safety of SBBC's Driver Safety and Education Program for its clients (students).

(b) Consent. SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the personally identifiable education records listed in this subsection.

(c) Personally identifiable Education Records. SBBC will provide County with the following education records for each Client involved in an incident, via hard copy, for all incidents occurring during SBBC's Driver Education class:

(1) Records listed in the Broward County Community Partnerships Division Incident Report Form located in County's Provider Handbook, including the following information:

i) Client (student) File Initials/Number,

ii) Client gender,

iii) Client age, and

iv) Client date of birth.

v) Category of incident,

vi) Date and time of incident,

vii) Number of Clients involved in incident,

viii) Address at which incident took place, and

ix) Type of incident that took place.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

2. SBBC Disclosure of Education Records (De-identified)

(a) Purpose. SBBC will also provide County with the de-identified education records listed in subsection (b)(1) and (2) for the following purposes:

i) To implement SBBC's Driver Safety and Education Program, providing instruction to students who want to learn traffic rules and how to safely operate a motor vehicle,

ii) To confirm students' eligibility for the Driver Safety and Education Program, and
iii) To gather outcomes and measure Driver Safety and Education Program effectiveness.

(b) De-identified Education Records. SBBC will provide County with the following de-identified (as defined in 34 C.F.R. 99.31(b)) education records via hard copy, secure e-mail, or "view only" audit:

(1) Quarterly Demographic Report of de-identified education records which contains a Summary of Clients Served and Demographics Current Year-To-Date and;
(2) Performance measures listed in Exhibit D-2 Outcomes, which contains the percentage of Clients that demonstrate improvement in their knowledge of safe driving habits by the end of the course, and percentage of Clients that pass the behind-the-wheel driving evaluation.

(c) Exception to consent. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(b)(1), the de-identified records in subsection 1(b) may be provided without prior parental consent. To provide meaningful results and protect the privacy of individual students, this data is not reported by SBBC to County when the total number of students in a group is less than 10.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

3. SBBC Disclosure of Statistical Information

(a) Purpose. SBBC will also provide County with the statistical information listed in subsection (b)i for the following purpose:

i. To provide County with the list of schools that Driver's Education will be offered at for SBBC's Driver Safety and Education program.

(b) Statistical Information. SBBC will provide County with the following statistical information via hard copy, secure e-mail, or "view only" audit:

i. List of schools that currently offer SBBC's Driver Safety and Education program

(c) The requirements of this section shall supersede any uses and disclosures of statistical information or the like as listed in the Provider Handbook or the County's privacy policies, if any.

4. County Safeguarding the Confidentiality of Education Records

a. Notwithstanding any provision to the contrary within this Agreement, County shall:

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 ("Student Privacy Laws");

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;

3) ensure that all of its employees who have access to SBBC education records during the term of their employment abide by its obligations under this Agreement and that access to SBBC education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement as required by the Student Privacy Laws;

4) provide a list of employees with access to SBBC education records to SBBC upon request;

5) utilize the SBBC education records solely for the purposes as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and by telephone at 754-321-0436 (Manager, Information Security); 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;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, as a result of Broward County's breach;

9) purge education records from any media once the media is no longer in use or is to be disposed.

b. 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 will, at SBBC's request, return SBBC education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) or dispose of SBBC education records in compliance with the applicable Florida Retention Schedules, and provide SBBC with a written acknowledgment of said disposition.

5. County Re-Disclosure of SBBC De-identified Education Records and Statistical Information

County may only re-disclose de-identified education records and statistical information in this Exhibit externally to notify the public of program outcomes and effectiveness.

6. SBBC Disclosure of Employee Records

(a) Purpose. SBBC staff will provide County with the employee records in subsection 6(b) for the following purposes:

1. For County audits, to determine whether SBBC is following state and federal laws related to services provided to children.

2. To validate the reimbursement amounts for SBBC Driver's Education instructors.

(b) Employee Records. SBBC will provide County with the following employee records via "view only" access during an audit:

1) Name of course instructor
2) Number of driver education and safety courses held per semester
3) Name of the schools where the courses are held
4) Information from personnel file:
    i. Signed job application or resume
    ii. Background screening / Level 2 criminal background check
    iii. Current driver's license and automobile insurance (for employees that transport clients)
    iv. Proof of education
    v. Pre-employment reference check(s)
    vi. Job description
    vii. Proof of new staff orientation, including personnel policies, infectious disease risk, universal infection control procedures, standards of ethical conduct, and abuse report procedures.

(c) SBBC will provide County with the following employee records, via secure e-mail, for reimbursement requests:

1) Employee First and Last name
2) Hourly Rate
3) Additional hours worked during pay period
4) Total payment for additional hours

(d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

7. County Safeguarding the Confidentiality of Employee Records

Notwithstanding any provision to the contrary within this Agreement, County shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law.

(c) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and by telephone at 754-321-0436 (Manager, Information Security); 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;

(d) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, as a result of Broward County's breach;

8. Assessment of Data Protection Controls.

(a) County attests that County has cybersecurity controls implemented that meet or exceed acceptable cybersecurity standards as established by the U.S. Department of Education Data Security Checklist, located at https://studentprivacy.ed.gov/resources/data-security-checklist in all environments that store SBBC education records. County further attests that County adheres to the Florida State Cybersecurity Act, Section 282.318, Florida Statutes, and has implemented the NIST Cybersecurity Framework.

(b) County shall, at minimum, annually complete a self-assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards as described in 7(a). County shall provide SBBC an attestation of continued compliance with acceptable cybersecurity standards by County in all environments that store SBBC education records within ten (10) business days of written request by SBBC.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-10-21	Special School Board Meeting
CATEGORY:	HH. Human Resources
DEPARTMENT:	Human Resources

Agenda Item Number:	2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

General Counsel Transition Plan

REQUESTED ACTION:

Approve the transition plan for the General Counsel position. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment of the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Job Description
- General Counsel Contract
- Internal Timeline
- External Timeline
- Interim Timeline
- Job Description Comparisons

FINANCIAL IMPACT:

The financial impact to the District will range between $0 - $60,000. Funding source is the General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ernie Lozano	Phone:	754-321-1840
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Oct 17, 2025

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: October 21, 2025

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY
General Counsel Transition Plan

Board Meeting Date: October 21, 2025

Recommended Action:
Approve the transition plan for the General Counsel position

Is it Statutorily Required? Yes, Florida Statute 1001.42(12)

District-zone Impact: District-wide

Impact if the Board Voted Yes or No
If the Board votes "Yes": A defined process will be developed to hire a permanent General Counsel and to appoint an Interim General Counsel, as applicable.
If the Board votes "No": The process for hiring a General Counsel will be delayed and could impact legal services and counsel to the District.

Background/History
The role of General Counsel for school boards emerged in the early 20th century as educational institutions became increasingly complex, requiring specialized legal expertise to navigate complex regulatory landscapes, protect institutional interests, and ensure compliance with evolving educational laws. Originally serving primarily as advisory counsel, the position has dramatically expanded since the 1960s, coinciding with significant legal transformations in public education such as desegregation, special education rights, student privacy protections (like FERPA), and constitutional challenges related to school governance. Today's school board general counsel serves as a critical legal strategist, providing comprehensive legal guidance across multiple domains including employment law, contract negotiations, student and staff rights, facility management, compliance with state and federal educational regulations, risk management, special education law, and constitutional issues surrounding academic freedom, disciplinary procedures, and school safety. Beyond traditional legal representation, modern general counsel acts as a proactive legal partner to the school board and superintendent, offering

strategic advice that helps institutions anticipate and mitigate potential legal challenges, ensure ethical governance, protect student, and staff rights, and maintain the delicate balance between educational innovation and legal compliance. The role has become increasingly complex in an era of rapidly changing educational technologies, privacy concerns, civil rights interpretations, and the growing intersection of educational policy with social and technological developments.

Alignment to 2027 Goals and Guardrails
Guardrail 4 - Accountability

Measurable Outcome(s)/Return on Investment
A school district's general counsel provides a substantial return on investment through strategic legal management, primarily by preventing costly litigation, reducing regulatory risks, and optimizing contract negotiations. By proactively addressing legal challenges across areas like compliance, risk management, and organizational governance, the general counsel serves as a critical financial safeguard that can save the district significant costs.

Financial Impact, Funding Source & Budget Status

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s)	AMOUNT	TERM (months)
Approve 100% Internal Process	10/21/2025	NO	General Fund	N/A	3
Approve Internal + Marketing Process	10/21/2025	NO	General Fund	$5,000 - $8,000	3
Approve External Process	10/21/2025	NO	General Fund	$25,000 – $60,000	3
Approve Interim General Counsel Process	10/21/2025	NO	General Fund	TBD through negotiations	1-3

Is this a multi-year contract? Yes/No

No

Procurement Method
N/A--unless external exceeds $50,000

Impact on Schools
N/A

If there is an impact on schools, how will schools be selected/prioritized?
N/A

If Applicable: Was a Survey Conducted? What Were the Results?
N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle
N/A

If Applicable: Additional Backup:
N/A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
JOB DESCRIPTION

POSITION TITLE: General Counsel
JOB CODE: A-017
CLASSIFICATION: Exempt
SALARY BAND: N/A
CONTRACT TERM: As Negotiated
REPORTS TO: The School Board of Broward County, Florida
CONTRACT YEAR: 244 Day Calendar

POSITION GOAL:
Protect the legal interests of the Broward County School District by overseeing and monitoring legal services provided for the school district by the Office of the General Counsel and by outside attorneys.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:
The General Counsel shall carry out the performance responsibilities listed below.

- Supervise Deputy General Counsels, Assistant General Counsels, Law Clerks, and Clerical Staff of the Office of the General Counsel.
- Have overall responsibility for the provision of legal advice to and representation of The School Board and supervision and direction of all legal and support staff assigned to the Office of the General Counsel.
- Provide legal services in highly complex legal matters, including preparation of cases for trial, presentation of cases, and the rendering of opinions upon significant legal matters.
- Represent The School Board at School Board meetings, and other official functions.
- Serve as Parliamentarian at School Board meetings and acts as legal advisor to the School Board at quasi-judicial hearings.
- Work collaboratively with, but not limited to, school, area, and district personnel, to safeguard the legal interests of the school district by performing a wide variety of duties, including the provision of professional legal services for all departments, divisions, and offices of the school district.
- Draft and/or review board policies, contracts, deeds, and other legal documents.
- Direct legal research and preparation of legal opinions for The School Board, Superintendent, departments, divisions, and offices of the school district.
- Coordinate legal representation (external or internal) for officers and employees of the District in legal proceedings, as appropriate.
- Represent The School Board in litigation filed by/or against The School Board, including but not limited to administrative proceedings, court proceedings, civil matters, and constitutional issues.
- Coordinate and monitor work performed and services billed by outside counsel in preparing, planning, and representing The School Board in litigation.
- Recommend changes in policies and procedures to ensure compliance with applicable Federal and State laws and Department of Education regulations.
- Recommend budget, expenditures, amounts to be allocated, and amendments thereto, when necessary, for the effective operations of the Office of the General Counsel.
- Coordinate and provide in-service training on legal matters which pertain to the overall administration of the school system.
- Provide legal advice to school district officials, as needed, with regard to legal issues arising in the course of district operations.
- Review, supervise, evaluate, and approve the work of legal staff, including Deputy General Counsels, Assistant General Counsels and outside counsel in the provision of legal services to the district.
- Direct and assist in the acquisition of land for The School Board through negotiation or condemnation proceedings.
- Select and make recommendations to The School Board for the hiring and termination of Deputy General Counsels, Assistant General Counsels, and other legal and support staff.

- Provide The School Board with an annual report of legal services provided by the Office of the General Counsel.
- Perform and promote all activities in compliance with equal employment and non-discrimination policies of The School Board of Broward County, Florida.
- Participate in the training programs offered to enhance the individual skills and proficiency related to the job responsibilities.
- Review current developments, literature and technical sources of information related to job responsibilities.
- Ensure adherence to good safety procedures.
- Follow Federal and State laws, as well as School Board policies.
- Perform other duties as assigned, consistent with the goals and objectives of this position, by The School Board of Broward County, Florida, or designee.

MINIMUM QUALIFICATIONS & EXPERIENCE:
- An earned Doctor of Jurisprudence degree from an accredited law school.
- A minimum of ten (10) years of progressively more responsible work experience in the field related to the title of the position.
- Experience with education and/or school law.
- Experience supervising a team of attorneys addressing legal issues across multiple subject areas.
- Admission to and member in good standing of the State Bar of Florida.
- Computer skills as required for the position.

PREFERRED QUALIFICATIONS & EXPERIENCE:
- Admission to the General Bar of the United States District Court for the Southern District of Florida; admission to the Bar of the United States Court of Appeals for the Eleventh Circuit.
- Experience as an attorney for a public agency.
- Bilingual skills.

SIGNIFICANT CONTACTS – frequency, contact, purpose, and desired end result:
Act on behalf of the Broward County School District as the senior legal representative for The School Board in litigation filed by/or against The School Board, including but not limited to, administrative proceedings, court proceedings, civil matters, and constitutional issues.

PHYSICAL REQUIREMENTS:
Light work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary, benefits, and/or contract amount shall be paid consistent with the School Board approved employment contract. Length of the work year and hours of employment shall be those established by the School Board.

EVALUATION:
Performance will be evaluated in accordance with the School Board approved employment contract.

Board Approved: 7/16/96
Board Approved: 02/17/2010
Board Adopted: 04/20/2010
Board Approved: 6/15/2016
Board Adopted: 7/26/16
Board Approved as Amended: 06/03/2021
Board Adopted: 6/22/2021
Board Approved: 9/12/23

DRAFT - GENERAL COUNSEL SEARCH - Presented 10/21/25 SSBM			
INTERNAL TIMELINE: Human Resources/ Talent Management Last day of employment for current General Counsel: 1/9/2026			**Only Cost: Paid Advertising $5,000 - $8,000**
Week 1	10/21/2025	**Special School Board Meeting (SSBM)** Planning & Develop Search Strategy	**1. General Counsel Search:** Discuss job description, external or internal search, solidify process (questions asked, responses: written/virtual, interviews: individual/group), timeline, determine role of Legal Services Committee, etc. **2. Interim General Counsel Search:** determine process and timeline. Will Legal Services Committee be used? Outline who could apply: Internal, external candidates, Law Firm? Qualifications? **If internal**/Talent Acquisition process is selected, a General Counsel candidate should be approved by December 2025. At the 11/12/25 RSBM, an update on the recruitment process will be provided to the Board. If using the internal process, will be able to report if on schedule to select a General Counsel by end of December. If not on schedule, implement plan to select an interim general counsel. **If external** recruiting firm selected, their recruitment process could take 8-10 weeks. At the 11/12/25 RSBM, an update could be provided. However, an interim general counsel selection process will need to occur since a final candidate would not be approved until after general counsel departs.
Week 1 - 2	10/22 - 11/3/25	Launch Job Posting and Recruitment Application Window	Begin accepting applications. Contact potential candidates, post on various websites, social media, job boards, government, education, Florida & regional outlets (i.e. Education Week, Council of Great City Schools, Florida/National Bar, Education Law Association, South Florida Legal Law, Florida Law Schools Alumni Associations, etc.)
Week 3	11/4/2025	Application Review/Verify Qualifications	Talent Acquisition verifies minimum qualifications; prepares information to be presented to the Legal Services Committee.
Week 3 - 4	11/5/25 - 11/13/25 (11/11 holiday)	Individual Screening by Legal Services Committee (LSC)	LSC reviews the applications and additional documentation. OPTION: Each member ranks the candidates. The top XX candidates are scheduled for interviews with the committee on 11/18/25. Discuss other options.
Week 4	11/12/2025	**Regular School Board Meeting**	LSC gives Board update on screening. Decide if sufficient pool or need to continue recruiting. If continue to recruit, discuss implementing search for interim general counsel.

Week 5	11/18/25	**School Board Organizational Meeting** **TBD:** Legal Service Committee **(Post)** Conducts Interviews	OPTION: Schedule time for LSC to interview top XX candidates and select XX finalist to proceed to Board interviews. Talent Acquisition conducts background checks on selected finalists.
Week 6	11/24 -11/28/25	Thanksgiving Break	
Week 7	12/2/2025	**TBD: Board Meeting (Post)** Final Interview: Top XX Finalists Interview with the Board	OPTION: Board interviews top XX finalists. Selects and approves the recommended candidate. Approves Board Chair to begin contract negotiations.
Week 7 - 8	12/3 - 12/11/25	Contract Negotiation	Board Chair and candidate create an agreement and determine salary.
Week 9	12/16/2025	**TBD: Board Meeting (Post)** Final Contract Presented to the Board	Board approves the General Counsel agreement/contract.
Week 10 - 11	12/22 -1/2/26	Winter Break	
Week 12	1/??/2026	**TBD:** General Counsel Start Date	Onboarding & transition of new General Counsel.
Week 12	1/9/2026	Last Day of Current General Counsel	

10/17/2025

DRAFT - GENERAL COUNSEL SEARCH - Presented 10/21/25 SSBM			
EXTERNAL TIMELINE: Contracted Recruitment Firm Last day of employment for current General Counsel: 1/9/2026			**Cost: Industry standard is 20% -35% of first year salary ($40,000 -$60,000); if firm does not have a fixed fee.** Average starting salary in comparable FL districts and large urban districts range: $200,000 - $300,000. If use an external firm whose fee is percentage based and exceeds $50,000 will need to follow procurement policies. This would extend timeframe by 3 - 6 months. Since salary is not determined until after candidate is selected would need to secure an external company who would agree to a fixed rate to adhere to timeline outlined below. Talent Acquisition is researching companies.
Week 1	10/21/2025	**Special School Board Meeting (SSBM)** Planning & Develop Search Strategy	**1. General Counsel Search:** Discuss job description, external or internal search, solidify process (questions asked, responses written/virtual, interviews: individual/group) timeline, etc. External firms have indicated need 8-10 weeks to conduct search. If it is determined that an external firm will be used, at the 10/21/25 SSBM, must solidify process for Interim General Counsel because the final candidate may not be approved until after current General Counsel's last day. **2. Interim General Counsel Search:** determine process and timeline. Outline who could apply: Internal, external candidates, Law Firm? Qualifications?
Week 1 - 2	10/22 - 10/31/25	Identify External Firm(s) whose fee is <$49,999	Human Resources/Talent Management finalize a recruitment firm(s) & agreement.
Week 3 - 11	11/3 - 1/2/25	Launch Job Posting and Recruitment Application & Screening Window	Recruiting firms have indicated that their process will take 8 - 10 weeks. External firm(s) prepare documents for Legal Services Committee (LSC) review. Talent Acquisition will review to verify meets minimum requirements.
Week 4	11/12/2025	**Regular School Board Meeting**	Preliminary update from external recruiting firm, if data available.
Week 5	11/18/25	**School Board Organizational Meeting**	
Week 6	11/24 -11/28/25	Thanksgiving Break	
Week 7 - 9		External Company Process Continues	
Week 10 -11	12/22 -1/2/26	Winter Break	
Week 12	1/5 -1/9/26	Individual Screening by Legal Services Committee (LSC)	OPTION: LSC member reviews the applications and required additional documentation. Coordinates next steps with external firm.
Week 12	1/9/2026	General Counsel Last Day	
Week 13	1/13/26	**TBD:** Legal Service Committee Interviews **(Post)**	OPTION: External firm coordinates interviews with LSC and schedules public meeting.
Week 14	1/21/2026 (1/19/2026 holiday)	**TBD: Board Meeting (Post):** Board Approves Finalist	OPTION: Board interview finalist? Selects and approves the recommended candidate. Approves Board Chair to begin contract negotiations.
Week 14 - 15	1/22-1/30/26	Contract Negotiation	Board Chair and Candidate

Week 16	2/3/2026	**TBD: Board Meeting (Post)**: Contract Presented to the Board	
	2/?/26	**TBD:** General Counsel Start Date	Onboarding & transition of new General Counsel.

10/17/2025

DRAFT - INTERIM GENERAL COUNSEL SEARCH - Presented 10/21/25 SSBM			
Human Resources/Talent Management			**Cost: Dependent on process selected (Internal v External)**
Week 1	10/21/2025	**Special School Board Meeting**	External firms have indicated they need 8-10 weeks to conduct search. If it is determined that an external firm will be used, at the 10/21/25 SSBM, must solidify process for Interim General Counsel because final candidate may not be approved until after current General Counsel's last day. **Interim General Counsel Search**: determine process and timeline. Will Legal Services Committee be used? Outline who could apply: Internal, external candidates, Law Firm? Qualifications? On 11/12/25 (RSBM), provide an update on applications received. Board to determine if need to implement recruiting process for interim general counsel.
Week 2-12		Recruitment in Progress	Talent Acquisition (9 weeks) or external firm (15 weeks) facilitates recruitment process.
Week 4	11/12/25 (11/11 holiday)	**Regular School Board Meeting**	**If internal process** selected: can share total number of qualified candidates who applied. **If external process** selected: external firm may still be in application and screening window. Board determines if want to implement Interim General Counsel search.
Week 4	11/12 - 11/19/25	Interim General Counsel Posting	Depending on Board direction, an interim search will be conducted. Screening and interview process to be determined at the 10/21/25 SSBM.
Week 5	11/18/25	**School Board Organizational Meeting**	Provide update on interim General Counsel search.
Week 5	11/20 - 11/21	Screening	OPTION: Talent Acquisition screens candidates.
Week 6	11/24 -11/28	Thanksgiving Break	
Week 7 or 8	12/2/25 or 12/9/25	**TBD: Board Meeting (Post)**	OPTION: Board interviews and selects an interim general counsel. Contract negotiation with Board Chair.
Week 9	12/16/2025	**TBD: Board Meeting (Post)**	OPTION: Board interviews and selects an interim general counsel. Contract negotiation with Board Chair.
Week 10 -11	12/22 -1/2/26	Winter Break	
Week 12	1/9/2026	General Counsel Last Day	

10/17/2025

Status: ADDITIONAL INFORMATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-02-07	Special School Board Meeting
CATEGORY:	Superintendent's Recommendation
DEPARTMENT:	Board Member - District 4

Agenda Item Number:	3.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	9:45 a.m.

TITLE:

Employment Agreement - General Counsel
SPECIAL ORDER - 9:45 A.M.

REQUESTED ACTION:

Consider and approve the Employment Agreement between The School Board of Broward County, Florida and Marylin C. Batista as General Counsel. District-wide.

DESCRIPTION:

Please see the attached Executive Summary.

EXHIBITS:

- Executive Summary
- Employment Agreement
- Additional Information

FINANCIAL IMPACT:

The annual financial impact is 308,681 (including fringe). The Agreement also provides opportunities for annual supplements.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED AS AMENDED
(See Amendment Attached)

SOURCE OF ADDITIONAL INFORMATION

Name:	Lori Alhadeff, Chair	Phone:	754-321-2004
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Marylin Batista, Interim General Counsel

Signature

Marylin Batista, Interim General Counsel

Electronic Signature

Form \$4189 Revised 1/23

VLC/EL

Approved in Open Board Meeting On: February 7, 2023

By: Lori Alhadeff

School Board Chair

Item-3 Amendment February 7, 2023 Special Meeting
Employment Agreement – General Counsel

Motion to Amend (Carried)
Motion by Mrs. Alhadeff and seconded by Mr. Alston to amend the Employment Agreement – General Counsel as follows:

To remove language on page 9 of 15, D. Termination for Unsatisfactory Performance., ~~Furthermore, the GENERAL COUNSEL shall have the right to contest such action pursuant to the Administrative Procedure Act, as is provided for in Chapter 120 of the Florida Statutes, as may be amended or any successor provision thereto. Should the GENERAL COUNSEL prevail in the administrative hearing, she shall be reinstated in good standing and awarded any back pay, including any period for appeals, and her reasonable attorney's fees incurred in any proceedings, including appeals. Should the SCHOOL BOARD prevail in such proceeding.~~".

To remove language on page 10 of 15, section E. Termination for Cause., , .~~."Cause upon a supermajority vote consisting of 6 votes.~~"

To add language on page 11 of 15, "8." INDEMNIFICATION. "… in GENERAL COUNSEL's individual capacity, for the scope of employment, or in GENERAL COUNSEL's…"

To add "Termination Without Cause" paragraph on page 11 and add/remove language:
G. Termination Without Cause. During the entirety ~~first year~~ of the Employment Agreement, THE SCHOOL BOARD may dismiss the GENERAL COUNSEL without cause ~~upon a supermajority vote consisting of 6 votes~~. In such case, GENERAL COUNSEL shall be paid twenty (20) weeks of compensation pursuant to § 215.425 (4)(a), Florida Statutes, in addition, GENERAL COUNSEL will be paid the lump sum Terminal Pay as set forth in Section 4.F.2. of this Agreement. In the event THE SCHOOL BOARD intends to dismiss the GENERAL COUNSEL without cause THE SCHOOL BOARD shall provide the GENERAL COUNSEL with 60 ~~120~~ days written notice of the "without cause" termination, and such termination is not effective until such written notice is provided to GENERAL COUNSEL.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of this 7th day of February, 2023 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "THE SCHOOL BOARD" or "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

MARYLIN C. BATISTA, ESQ., B.C.S.
(hereinafter referred to as "BATISTA" or "GENERAL COUNSEL"), whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WHEREAS, THE SCHOOL BOARD is responsible for retaining the GENERAL COUNSEL for THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; and

WHEREAS, THE SCHOOL BOARD has offered and BATISTA has agreed to be employed by THE SCHOOL BOARD in such capacity, and on the terms and conditions provided herein, giving her time, energy and ability to the furtherance of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA.

WITNESSETH:

NOW THEREFORE, in consideration of the promises and the mutual agreements herein provided, THE SCHOOL BOARD and BATISTA hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated

herein by reference.

2. **EMPLOYMENT AND TERM.** THE SCHOOL BOARD hereby employs BATISTA as GENERAL COUNSEL, and BATISTA hereby accepts and agrees to such employment, for a term of four years commencing December 20, 2022 and ending December 19, 2026 ("Original Term"), unless terminated earlier as provided in this Agreement. The terms and conditions of employment shall be renewed and automatically extended for one (1) year at the end of the Original Term of this Agreement beginning on December 20, 2026 ("Extension Term"), if the evaluation of GENERAL COUNSEL by THE SCHOOL BOARD, as set forth in Section 6, below, is satisfactory. For purposes of this Agreement, "Term of this Agreement" shall mean the Original Term and the Extension Term.

3. **DUTIES.**

A. The GENERAL COUNSEL shall perform all duties as set forth in the Job Description for General Counsel as approved by THE SCHOOL BOARD, and which may be lawfully required of her by THE SCHOOL BOARD, which shall include, but not be limited to, the examination of land titles, acquisition of real property, including condemnation suits, advice and consultation with the various departments, preparation of legal opinions for THE SCHOOL BOARD, drafting contracts, and the representation of THE SCHOOL BOARD in litigation and at administrative hearings. The GENERAL COUNSEL shall make assignments of the legal work of THE SCHOOL BOARD to the attorneys assisting her and shall direct the activities of such attorneys. The GENERAL COUNSEL shall oversee the services rendered by outside counsel and be responsible for

coordinating services and assessing the scope and performance of services rendered by outside counsel.

B. The GENERAL COUNSEL shall be responsible for the selection, hiring, and supervision of such in house attorneys as may be necessary for the proper handling of the legal work of THE SCHOOL BOARD, subject to the approval of THE SCHOOL BOARD. Presently, there are six (6) attorneys employed and three vacant positions in-house under the supervision of the GENERAL COUNSEL devoting full time to the legal work of THE SCHOOL BOARD.

C. Insofar as the school system's demands for legal services exceed the capacity of the GENERAL COUNSEL and her staff, the GENERAL COUNSEL, shall have the right to engage outside counsel to handle specific cases, types of cases, or items of legal business, the compensation for which shall be approved and paid by THE SCHOOL BOARD. The GENERAL COUNSEL will not direct any business of THE SCHOOL BOARD to any company or corporation in which she or any member of her family has an interest.

D. THE SCHOOL BOARD shall furnish the GENERAL COUNSEL with stenographic services, office supplies and equipment, abstract costs, court costs, and adequate office space to maintain and properly staff the Offices of the General Counsel as those needs shall from time to time be required, maintain legal research technology, legal books and publications, and, where necessary, authorize out-of-county travel for the GENERAL COUNSEL.

E. During the term of employment hereunder, the GENERAL COUNSEL shall not render services to anyone other than THE SCHOOL BOARD and shall devote full time

to School Board business.

F. The GENERAL COUNSEL will maintain Florida Bar Certification in Education Law during the term of this Agreement.

G. As a condition of employment, the GENERAL COUNSEL shall remain a member of the Florida Bar in good standing.

4. **COMPENSATION.** For all services rendered by the GENERAL COUNSEL pursuant to this Agreement, THE SCHOOL BOARD shall pay to and provide for the GENERAL COUNSEL the salary, and other benefits described in this Agreement.

A. Salary. The GENERAL COUNSEL will receive an annual salary/compensation of $248,000.00 subject to additional increases as described below, less appropriate deductions for employment taxes and income tax withholding. Such salary shall be paid in accordance with THE SCHOOL BOARD's normal payroll procedures for administrative employees.

i. During each year of the term of this Agreement, the GENERAL COUNSEL'S compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of THE SCHOOL BOARD. For the 2021-2022 school year, GENERAL COUNSEL shall receive the bonus provided by SBBC to its other 12-month administrative employees. Each such increase to the GENERAL COUNSEL's salary/compensation shall become effective as of the date of THE SCHOOL BOARD's approval of the increase applicable to its 12-month administrative employees of THE SCHOOL BOARD.

ii. The GENERAL COUNSEL will maintain Florida Bar Certification in Education Law during the Term of this Agreement and, in addition to the salary provided in Paragraph

A above, will receive an annual salary supplement in the amount of $3,500.00 (three thousand five hundred dollars).

iii. The GENERAL COUNSEL will seek to become a member Parliamentarian of the National Association of Parliamentarians within one year of the Effective Date hereof. In the event that GENERAL COUNSEL obtains and keeps such membership, GENERAL COUNSEL, in addition to the salary provided in Paragraphs A and A. ii above, will receive an annual salary supplement in the amount of $1,750.00 (one thousand seven hundred fifty dollars). The SCHOOL BOARD shall pay all fees and costs associated with obtaining and maintaining such member Parliamentarian status.

iv. The GENERAL COUNSEL will seek to become a Registered Parliamentarian of the National Association of Parliamentarians within three years of the Effective Date hereof. In the event that GENERAL COUNSEL obtains and keeps such membership, GENERAL COUNSEL, in addition to the salary provided in Paragraphs A and A. ii above, will receive an annual salary supplement in the amount of $3,500.00 (three thousand five hundred dollars). The SCHOOL BOARD shall pay all fees and costs associated with obtaining and maintaining such Registered Parliamentarian status.

B. Retirement. In addition to the salary provided in Paragraph A above, the GENERAL COUNSEL may continue to participate in the Florida Retirement System, as provided for in Chapter 121, Florida Statutes, as may be amended, and all other retirement programs for which she is or may become eligible during the term of this Agreement. THE SCHOOL BOARD shall take whatever action necessary to maintain the position of GENERAL COUNSEL as Senior Management Service Class in the Florida Retirement System.

C. Expenses. THE SCHOOL BOARD shall establish a budget to pay or reimburse the GENERAL COUNSEL and members of her staff for their reasonable and necessary expenses incurred in the performance of their duties hereunder in accordance with applicable state law and SCHOOL BOARD policies and rules. Without limiting the generality of the foregoing, THE SCHOOL BOARD shall budget expenses for the GENERAL COUNSEL and for members of her staff designated by her to attend professional and official meetings, seminars, continuing legal education programs, conventions, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of their duties hereunder without further SCHOOL BOARD approval, and shall pay all membership fees and dues (including Bar dues) of the GENERAL COUNSEL and her staff in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in furtherance of the performance of their duties hereunder. The GENERAL COUNSEL and her staff may hold offices or accept responsibilities in such professional organizations and associations, provided that such responsibilities do not interfere with the performance of their duties to THE SCHOOL BOARD.

D. Employee Benefits. For each year of this Agreement, the GENERAL COUNSEL will be entitled to all benefits provided to other of the District's 12-month administrative employees, including pension contributions, health insurance, and vacation. The GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of any other administrative employees of THE SCHOOL BOARD.

E. Other Benefits. The GENERAL COUNSEL shall be entitled to receive those

benefits and participate in those employee programs specifically identified in this Agreement and may participate in any other employee programs not expressly identified in this Agreement that are available to other 12-month administrative employees of THE SCHOOL BOARD.

F. Vacation, Sick Leave, and Terminal Pay.

1. Vacation, Sick Leave, and Holidays. During the term of employment under this Agreement, the GENERAL COUNSEL shall be entitled to the same annual leave benefits as authorized by School Board policies for any other 12-month administrative employees. In addition, the GENERAL COUNSEL shall be entitled to sick leave as authorized by School Board policies for any other 12-month administrative employees. The GENERAL COUNSEL shall be entitled to the same holidays as any other 12-month administrative employees of THE SCHOOL BOARD.

2. Terminal Pay. Upon termination of employment, the GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates and up to the limits set forth in Board Policy 4480, as amended; and (b) payment in a lump sum of accrued, but unused, sick leave as set forth in Board Policy 4400, as amended. These lump sum payments shall be in addition to any other amounts payable to the GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. THE SCHOOL BOARD shall have the right to terminate the GENERAL COUNSEL's employment hereunder in the event of her disability

(as herein defined) to perform fully her duties hereunder. For purposes of this Agreement, "Disability" is herein defined as the GENERAL COUNSEL's permanent and total disability such that the GENERAL COUNSEL is unable to perform her duties as GENERAL COUNSEL as set forth in "Section 3. Duties," for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of her essential duties which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). In the event of a termination for Disability as defined in this paragraph, GENERAL COUNSEL will be paid twenty (20) weeks of compensation pursuant to § 215.425(4)(a), Florida Statute. In addition, GENERAL COUNSEL will be paid the lump sum termination benefits set forth in Section 4.F.2. of this Agreement.

B. Payment in the Event of Death. In the event of the death of the GENERAL COUNSEL at any time during the term of this Agreement, THE SCHOOL BOARD shall pay to her surviving spouse, if any, or if the GENERAL COUNSEL does not have a surviving spouse, to the GENERAL COUNSEL's estate, an amount equal to the portion of the GENERAL COUNSEL's salary to which she was entitled through the date of her death, payable within one month of the date of her death, plus the termination benefits set forth in Section 4.F.2. together with such payments or benefits as are authorized by law or School Board policies.

C. Termination by Resignation. The GENERAL COUNSEL may resign during the term of this Agreement without the consent of THE SCHOOL BOARD upon sixty (60) days notice. In such case, she will receive the termination benefits set forth in Section

4.F.2. of this Agreement, and may receive up to twenty (20) weeks of compensation pursuant to s. 215.425 (4)(a), Florida Statutes if agreed to by the parties at the time of the mutual separation.

D. Termination for Unsatisfactory Performance. THE SCHOOL BOARD may dismiss the GENERAL COUNSEL during the term of this Agreement for the unsatisfactory performance of her duties after completion by THE SCHOOL BOARD of an evaluation conducted in accordance with the Evaluation Procedures set forth in Section 6 of this Agreement. In the event THE SCHOOL BOARD intends to dismiss the GENERAL COUNSEL for unsatisfactory performance of her duties, the SCHOOL BOARD shall provide the GENERAL COUNSEL with written notice of the specific grounds for such termination, and such termination is not effective until such written notice is provided to GENERAL COUNSEL. ~~Furthermore, the GENERAL COUNSEL shall have the right to contest such action pursuant to the Administrative Procedure Act, as is provided for in Chapter 120 of the Florida Statutes, as may be amended or any successor provision thereto. Should the GENERAL COUNSEL prevail in the administrative hearing, she shall be reinstated in good standing and awarded any back pay, including any period for appeals, and her reasonable attorney's fees incurred in any proceedings, including appeals. Should the SCHOOL BOARD prevail in such proceeding, the~~ The GENERAL COUNSEL shall be entitled to Terminal Pay as set forth in Section 4.F.2. of this Agreement.

E. Termination for Cause. Aside from THE SCHOOL BOARD'S rights to terminate above, THE SCHOOL BOARD may dismiss the GENERAL COUNSEL for

Cause ~~upon a supermajority vote consisting of 6 votes~~. For purposes of this Agreement, "Cause" is herein defined as immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude, as set forth in Section 1012.33(4)(c), Florida Statutes, as may be amended or any successor provisions thereto. In the event THE SCHOOL BOARD intends to dismiss the GENERAL COUNSEL for cause, the SCHOOL BOARD shall provide the GENERAL COUNSEL with written notice of the specific grounds for such "cause" termination, and such termination is not effective until such written notice is provided to GENERAL COUNSEL. Furthermore, the GENERAL COUNSEL shall have the right to contest such action pursuant to the Administrative Procedure Act, as is provided for in Chapter 120 of the Florida Statutes, as may be amended or any successor provision thereto. Should the GENERAL COUNSEL prevail in the administrative hearing, she shall be reinstated in good standing and awarded any back pay, including any period for appeals, and her reasonable attorney's fees incurred in any proceedings, including appeals. Should the SCHOOL BOARD prevail in such proceeding, the GENERAL COUNSEL shall be entitled to Terminal Pay as set forth in Section 4.F.2. of this Agreement.

F. Termination by Mutual Agreement. THE SCHOOL BOARD and GENERAL COUNSEL may terminate this agreement in writing upon mutually agreed upon terms and conditions. If termination by mutual agreement, the GENERAL COUNSEL shall be entitled to any and all salary, reimbursements, accrued benefits and other payments due and owing under this agreement, including Terminal Pay as set forth in Section 4.F.2. of this Agreement, as of the termination date. Termination under this section may include up to

twenty (20) weeks of compensation pursuant to § 215.425 (4)(a), Florida Statutes. if agreed to by the parties at the time of the mutual separation.

G. Termination Without Cause. During the entirety ~~first year~~ of the Employment Agreement, THE SCHOOL BOARD may dismiss the GENERAL COUNSEL without cause ~~upon a supermajority vote consisting of 6 votes~~. In such case, GENERAL COUNSEL shall be paid twenty (20) weeks of compensation pursuant to § 215.425 (4)(a), Florida Statutes, in addition, GENERAL COUNSEL will be paid the lump sum Terminal Pay as set forth in Section 4.F.2. of this Agreement. In the event THE SCHOOL BOARD intends to dismiss the GENERAL COUNSEL without cause THE SCHOOL BOARD shall provide the GENERAL COUNSEL with 60 ~~120~~ days written notice of the "without cause" termination, and such termination is not effective until such written notice is provided to GENERAL COUNSEL.

6. **ANNUAL EVALUATION.** Commencing in August of 2023 and at least once a year thereafter, THE SCHOOL BOARD shall evaluate the GENERAL COUNSEL's performance of her duties.

Evaluation Format and Procedures. THE SCHOOL BOARD and the GENERAL COUNSEL shall mutually develop an evaluation format and procedures acceptable to both parties to use in the evaluation of the GENERAL COUNSEL within 90 days of the date of this Agreement, or a date certain as mutually agreed to by the parties. THE SCHOOL BOARD shall then distribute these forms relating to legal services provided by the GENERAL COUNSEL to be completed by individual Board Members.

7. **ANNUAL REPORT.** Commencing in May 31st of each year during the Term of this Agreement, the GENERAL COUNSEL will provide to THE SCHOOL BOARD an

annual report of legal services provided by the Office of the General Counsel. The GENERAL COUNSEL shall develop the format for the annual report.

8. **INDEMNIFICATION.** SBBC agrees, as a further condition of this Agreement, that it shall defend, hold harmless and indemnify GENERAL COUNSEL from any and all demands, claims, suits, actions and legal proceedings brought against GENERAL COUNSEL in GENERAL COUNSEL's individual capacity, for the scope of employment, or in GENERAL COUNSEL's official capacity as agent and employee of SBBC, provided the incident arose out of or while GENERAL COUNSEL was acting within the scope of GENERAL COUNSEL's employment. SBBC shall have no obligation to defend, hold harmless or indemnify GENERAL COUNSEL for any intentional wrongdoing or reckless failure to perform in office or for any willful or wanton neglect of duty.

9. **MEDICAL, VISION AND DENTAL INSURANCE.** Notwithstanding any other provision in this Agreement, SBBC shall provide health (Enhanced HMO), vision (Basic), dental insurance (Enhanced DHMO), and other flexible benefits to the GENERAL COUNSEL and to the GENERAL COUNSEL's family during the entire term of this Agreement. The costs of all such insurance coverages and other benefits so provided to the GENERAL COUNSEL and the GENERAL COUNSEL's family shall be paid for by SBBC.

10. **ASSIGNMENT.** This Agreement shall inure to the benefit of, and shall be binding upon, THE SCHOOL BOARD, its successors and assigns, and the GENERAL COUNSEL, her heirs and personal representatives, but may not be assigned by the GENERAL COUNSEL.

11. **SEVERABILITY.** In case any one or more of the provisions contained in this

Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

12. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

14. ENTIRE AGREEMENT. This document constitutes the entire agreement and understanding between GENERAL COUNSEL and SBBC with respect to the subject matter hereof, and supersedes all previous negotiations, correspondence, conversations, agreements, and understandings, oral or written, with respect hereto.

15. 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: Chair
The School Board of Broward County, Florida 600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To GENERAL COUNSEL: Marylin Batista, Esq., B.C.S.
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

16. **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.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this 7th day of February, 2023.

FOR THE SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Earlean C. Smiley, Ed.D.
Interim Superintendent of Schools

Approved as to Form and Legal Sufficiency:

_____
Walter James Harvey, Esq., B.C.S.

FOR MARYLIN BATISTA, ESQ., B.C.S.

Witness

MARYLIN BATISTA, ESQ., B.C.S.

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th of March, 2023 by MARYLIN C. BATISTA., who is personally known to me or who has produced n/a as identification.

My Commission Expires:

Signature – Notary Public

(SEAL)

JOANNE C. FRITZ
Commission # GG 950747
Expires April 28, 2024
Bonded Thru Budget Notary Services

Joanne C Fritz

Notary's Printed Name

General Counsel Job Description Comparison (as of 10/17/2025)

School District	Qualifications	Annual Salary	Range Min.	Range Ma	Comments
Broward	MINIMUM QUALIFICATIONS & EXPERIENCE: • An earned Doctor of Jurisprudence degree from an accredited law school. • A minimum of ten (10) years of progressively more responsible work experience in the field related to the title of the position. • Experience with education and/or school law. • Experience supervising a team of attorneys addressing legal issues across multiple subject areas. • Admission to and member in good standing of the State Bar of Florida. • Computer skills as required for the position. PREFERRED QUALIFICATIONS & EXPERIENCE: • Admission to the General Bar of the United States District Court for the Southern District of Florida; admission to the Bar of the United States Court of Appeals for the Eleventh Circuit. • Experience as an attorney for a public agency. • Bilingual skills.	$265,658	N/A	N/A	https://www.browardschools.com/bcps-departments/human-resources/compensation/jobs-database
Palm Beach	1. Law degree from an accredited law school. 2. Member in good standing of the Florida Bar for at least the past five (5) years. 3. Ten (10) or more years of successful experience as an attorney for a public agency. 4. Litigation experience preferred. 5. Effective experience in supervision of attorneys. 6. Experience in and knowledge of laws applicable to K-12 School Districts (preferred). 7. Demonstrated ability to work with diverse groups and individuals and to supervise people successfully. 8. Demonstrated ability to communicate effectively, both orally and in writing. 9. Knowledge of current computing technologies and software applications appropriate to job responsibilities (preferred). 10. Demonstrated high analytical ability and keen legal mind.	$240,240	$133,325	$243,264	Salary https://opengovpay.com/fl/bernard-shawntoyia-n/180051183 Salary Range https://resources.finalsite.net/images/v1729681223/palmbeachschoolsorg/ovjpaq18xdcjdrgjrmyg/NBU_StaffSalSched_7-1-24.pdf https://resources.finalsite.net/images/v1753972630/palmbeachschoolsorg/efsltrv8dxlwnnhz4uqh/NBU_Staff_ClassSched_7-2025_1.pdf JD file:///C:/Users/P00162618/OneDrive%20-%20Broward%20County%20Public%20Schools/BCPS/Projects/2025/Sue%20R/General%20Counsel%20Salary%20Benchmark%20Survey%202025/Palm%20Beach%20-%20General%20Counsel%20-%20JD.pdf

Pinellas	Law degree from an accredited law school. Member in good standing of the Florida Bar. Admitted or eligible for admission to the bar of the United States Federal District Court for the Middle District of Florida, and the United States Court of Appeals for the Eleventh Circuit. Five (5) or more years of successful litigation experience in federal and/or state courts and/or administrative agencies. Demonstrated ability to work with diverse groups and individuals and to supervise people successfully. Demonstrated ability to communicate effectively, both orally and in writing. PREFERRED: Five (5) or more years of successful experience as an attorney for a public agency with effective trial experience; and effective experience in supervision of attorneys. Experience in and knowledge of laws applicable to K-12 school districts.	$223,424 (from 2023)	N/A	N/A	https://www.pcsb.org/cms/lib/FL01903687/Centricity/Domain/220/0160.pdf
Polk County	Juris Doctorate Degree, Member in good standing The Florida Bar; Admitted to practice in the United States District Court for the Middle District of Florida; Experience with governmental bodies; Knowledge of school law, civil litigation and administrative procedures, collective bargaining, contract preparation, basic real estate transactions and eminent domain proceedings. Minimum of five (5) years as a practicing attorney with experience in education, governmental and/or administrative law. Florida Bar Board Certifications in Education Law, City, County, Local Government Law, Labor and Employment Law or Administrative Law preferred.	$215,000.00 Was recently hired in 2025. Used consulting firm SGR. Bonus: 7% annual salary	$134,430 SG24.1 Admin	$179,402	https://go.boarddocs.com/fl/polk/Board.nsf/files/D8RGSS436843/$file/General%20Counsel%20Job%20Posting%202024%207.5.24.pdf https://www.polkschoolsfl.com/common/pages/GetFile.ashx?key=8qL5APRd https://www.polkschoolsfl.com/careers/jobdescriptiondetails/?localjobcode=0190
Miami-Dade	Member in good standing with the Florida Bar. Ten (10) years experience in the practice of law. Litigation experience. Management experience. Governmental Law (Florida) Educational experience (preferred). Miami- Dade/Broward County resident (preferred). Knowledge of Parliamentary Procedures (certification preferred). Ethics training preferred. Knowledge/experience of contract development. Disclosure at onset of conflicts of interest dating back two years	$305,319 (From 2024)	$195,000	$215,000	Attorny Salary Schedule https://salary.dadeschools.net/salhbk/pdf/SA%2006-23-2021.pdf Salary https://govsalaries.com/harvey-walter-james-198819037 (2024 salary)
Orange	1. Doctor of Jurisprudence from an accredited law school. 2. Member in good standing of the Florida Bar. 3. Ten (10) or more years of experience as a practicing attorney with significant experience in educational, governmental and/or administrative law. 4. Florida Bar Board Certifications in Education Law, City, County, Local Government Law, Labor and Employment Law or Administrative Law preferred	$197,235	N/A	N/A	JD https://files.smartsites.parentsquare.com/6888/generalcounsel_08-28-2019.pdf Salary https://govsalaries.com/palmerini-john-187695919

Fairfax	Juris Doctorate from an accredited law school. Ten (10) years of experience in public or private practice, with litigation expertise in one or more of the following areas: the Constitution, student rights, education, employment, civil rights, real estate, local government, procurement, contract, or tort law. Advanced degree(s) beyond the minimum degree requirement in a relevant field may be considered for some experience. PROFESSIONAL CERTIFICATION AND/OR LICENSURE-REQUIRED: Membership in, or eligibility for, the Virginia Bar. (PREFERRED) Two (2) years of experience providing legal counsel to a Division Superintendent and School Board.	$246,672	N/A	N/A	Email sent to HR staff requesting JD and salary range. Salary https://govsalaries.com/foster-john-e-177369088 JD https://pf.payfactors.com/client/job-description-management/job-descriptions/776019?jwt=eyJhbGciOiJIUzUxMiIsInR5cCI6IkpXVCJ9.eyJ0eXBlIjoxLCJjb250ZXh0Ijp7IkNvbXBhbnUZCI6ODkwNiwiSnd0VHlwZSI6MX19.7-dM2Tr6kdUbsQN8-72suOtz0lBq6A6J85dJWKe9AomGfn4wYnqQXhl_oX8vfD2rufhlFj5_-ekv5XMACIV9Ig&viewName=Public
Chicago	Juris Doctorate required. Must possess a license to practice law in the State of Illinois and be in good standing with the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois. Minimum of fifteen (15) years as a licensed and practicing attorney with experience in one or more of the following: large law firm, government agency, primary-level school district, university, or non-profit organizations responsible for litigation management, administrative law and proceedings, contract drafting and negotiations, real estate transactions, federal and/or state regulations and regulatory compliance or participation in regulatory proceedings. Minimum of seven (7) years of progressively responsible managerial experience in law firms, corporate law offices, educational institutions, government or public agencies, non-profit organizations or related organizations.	$266,012.00	187,600.00	295,194.00	Chicago - General Counsel JD.pdf