



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor
12 SE 1st Street**

May 22, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #22.

Agenda Item Name:

Children's Services Advisory Board (CSAB) Program Agreement Between Alachua County and the CHILD Center

Presenter:

Claudia Tuck, Tom Tonkavich, 352-231-0058

Item Description:

Children's Services Advisory Board (CSAB) Program Agreement Between Alachua County and the CHILD Center for early care and education services in the amount of \$439,228.00 annually.

Recommended Action:

Approve the agreement.

Prior Board Motions

n/a

Fiscal Consideration:

Background:

As part of its three (3) strategic initiatives to assure all Alachua County children are ready for success in kindergarten, the CSAB developed a scope of services to transform professional development for early care and education providers. Purchasing and Community Support Services issued a Request for Proposals (RFP). One (1) response to the RFP was received and evaluated by the CSAB which subsequently recommended awarding \$439,228.00. On February 13, 2018 the BoCC approved the award recommendation and negotiations with the Vendor began.

The CHILD Center will partner with the UF Anita Zucker Center for Excellence in Early Childhood Studies, the Early Learning Coalition of Alachua County, and O2B Kids to develop transformative programming, provide direct child care services, and transfer lessons learned to five (5) other centers located in Alachua County. A summary description of the overall project including partner responsibilities, project focus, and organizational chart is included in the attachments.

Development and full implementation of this new transformative process is expected to take up to two years.

**CHILDREN'S SERVICES ADVISORY BOARD PROGRAM
AGREEMENT BETWEEN ALACHUA COUNTY AND
The CHILD Center**

THIS AGREEMENT made and entered into this 22 day of May, A.D., 20 18 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," and The CHILD Center a not-for-profit corporation organized under the laws of the State of Florida conducting business at 820 SW 62nd Terrace, Gainesville, FL 32607 hereinafter called "Agency" (collectively hereinafter referred to as "Parties")

WITNESSETH:

WHEREAS, the County created a Children's Services Advisory Board (CSAB) in August 2016 and appropriated \$1.2 million to fund programs directed at early childhood development with an emphasis on children, prenatal to age 5, and their families; and

WHEREAS, the County issued request for Application RFA #18-222 seeking applications from interested Qualified Organizations for provision of Transformative Professional Development for Early Care and Education Program Providers (TPD); and

WHEREAS, the Agency timely submitted a responsive application to the County for funds for its CHILD Center, an early care and education model demonstration center for children aged birth to five residing in Alachua County, Florida; and

WHEREAS, the County has deemed that the program, The CHILD Center, and their services are beneficial to Alachua County residents and was qualified to receive funding ; and

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

Section 1. Term:

A. This agreement shall commence upon execution and continue through and including September 30, 2021, unless earlier terminated, as provided herein. Subject to a favorable review of performance this agreement can be renewed for two (2) additional three (3) year terms.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. The County agrees to provide funding to the Agency for the program outlined in **Attachment A** attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in **Attachment A**.

Section 3. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed \$439,228.00 annually as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a monthly Invoice and Data Report, **Attachment B1 and B2**, to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation, or data, in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the Agency of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another agency, and that the services provided served a public purpose. The Agency shall submit invoices to the County at the following address:

Children's Services Advisory Board Liaison
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then

or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. No invoice will be paid if received after November 15, 2021. Invoice payments shall be sent to:

The CHILD Center
c/o John VanDuzer, Treasurer
James Moore and Company
5931 NW 1st Place
Gainesville, FL 32607

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

- 1) Maintain financial records and reports relating to utilization of the funds;
- 2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program;
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department;

B. Program Performance Reports shall be submitted annually as described on Attachment

C. The Agency shall submit these reports to the County at the following address:

Children's Services Advisory Board Staff Liaison
Alachua County Department of Community Support Services
218 SE 24th Street
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C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default.

The County will give the Agency seven (7) days to submit a plan for curing the default. The Director of Community Support Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least sixty (60) days written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. The County will pay the Agency for all work completed prior to any notice of termination.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four (24) hours' notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and its Subcontractors, and interview any employees, clients and Subcontractors of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the County will identify any deficiencies to the Agency in writing and prepare a corrective action plan to rectify all deficiencies noted. The Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this Agreement.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties. However, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations makes changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be

deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

Alachua County: Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY: Dorothy Thomas, Chair
The CHILD Center
3810 SW 106th Street
Gainesville, FL 32608

The CHILD Center
c/o John VanDuzer, Treasurer
James Moore and Company
5931 NW 1st Place
Gainesville, FL 32607

A copy of any notice shall also be sent to:

Alachua County: Jesse K. Irby II
Clerk of the Circuit Court
12 SE 1st Street
Gainesville, Florida 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

Section 9. Assignment of Interest: If during the term of this agreement an Independent Children's Services Council is created, this agreement may be assigned to such Council.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act

related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four (4) employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

Section 11. Indemnification:

A. The Agency agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to: personal injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County, and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the County shall extend to any and all work performed by the Agency, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Agency. Nothing contained

herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. General Provisions:

1) Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Agency, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

B. Confidential Information

1) During the term of this Agreement or license, the Agency may claim that some or all of Agency's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI."

2) The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Agency, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically

shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

D. Compliance

1) If the Agency does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

2) An Agency who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10.

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: TTonkavich@alachuacounty.us, PHONE (352) 264-6700, or Address; 218 SE 24th ST, Gainesville FL, 32601

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Children's Services Advisory Board Staff Liaison within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Children's Services Advisory Board Staff Liaison of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Children's Services Advisory Board Staff Liaison to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 24. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County

Commission's Children's Services Advisory Board", is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 25. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.


Section 26. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

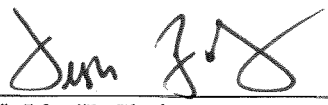
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA


By: 
Lee Pinkoson, Chair
Board of County Commissioners
Date: _____

ATTEST:

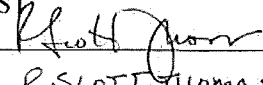

Jesse K. Irby II, Clerk

(SEAL)

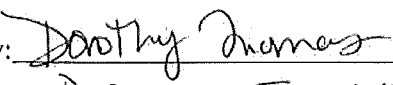
APPROVED AS TO FORM


Alachua County Attorney's Office

ATTEST

By: 
Print: R. SCOTT THOMAS
Title: WITNESS

PROFESSIONAL

By: 
Print: DOROTHY THOMAS
Title: The Child Center
Chair, Board of Directors

4 Attachments

1. Attachment A – Scope of (Program) Services
2. Attachment B1 – Monthly Invoice
3. Attachment B2 – Monthly Invoice Data Measurements
4. Attachment C – Program Performance Measurements

ATTACHMENT A: CHILD Center Scope of Services

1. Provide 12,995 days (up to 50 children daily) of licensed early child care and education services for children from birth to age 5.
2. Develop a model high quality early care and education program including written materials and procedures that will be shared with other early learning and care programs in Alachua County.
3. Conduct parent and family education events to increase awareness of the importance of early learning, community resources available to assist families, and how parents can reinforce the child's learning.
4. Collaborate with experts in the field of early learning and care to document, refine, and share a practice based coaching method of professional development.
5. In relationship with the Early Learning Coalition of Alachua County disseminate the practice based coaching materials and strategies with five satellite early learning and care centers located in Alachua County selected through the completion of:
 - a. a readiness assessment
 - b. assessment of teaching practices
 - c. assessment of children's development
 - d. analyze teacher and child performance data.
6. Conduct a Child Care Administrator Mentorship Program and Training Academy to develop leadership skills such as effective supervision, coaching, fiscal planning, and operations management for Certified Child Care Administrators annually.
7. In coordination with mental health agencies provide a coordinated support for children and families as needed to address early childhood issues and promote child and family well-being.

ATTACHMENT B1: Monthly Invoice

Monthly Invoice Children's Services Advisory Board The CHILD Center				
Month:				
Line Item	Budget	Monthly Actual	Year to Date	Remaining Budget
Personnel	\$ 50,000.00			
Fringe Benefits	\$ 17,000.00			
Operating Expenses	\$ -			
Contractual - ELC	\$ 209,525.00			
Other Expenses	\$ 162,703.00			
Total Project Expenses	\$ 439,228.00			

Amount Requested for the Month:	_____
Total Amount of Award:	\$ 439,228.00
Percentage of Award Expended:	_____ %

Please attach supporting documentation for all claimed expenses.

Prepared by: _____ / /

Approved by: _____ / /

ATTACHMENT B2: Monthly Invoice Data and Performance Measures Report

CHILD Center	
Data and Performance Measures Report	
For the Month of:	
Measure	Number
Number of days of licensed early child care and education services for children from birth to age 5 provided	
Number of children from birth to age 5 provided with licensed early care and education services	
Number of parent and family education events held	
Number of parent and family members attending education events.	
Number of experts collaborated with in the field of early learning and care to document, refine, and share a practice based coaching method of professional development.	
Number of satellite early learning and care centers located in Alachua County selected through the completion of:	
a. Readiness assessment	
b. assessment of teaching practices	
c. assessment of children's development	
d. analyze teacher and child performance data.	
Number of Certified Child Care Administrators participating in mentorship and learning academies.	
Number of mental health agencies providing services to address early childhood issues and promote child and family well-being.	
Number of children and family members receiving services related to mental health issues to promote child and family well-being.	
Comments/Narrative:	
Submitted by:	
Please attach copy of report to monthly invoice.	

Attachment C: Performance Measurements

Program Performance Measures	Measurement Interval
# of children served by the CHILD center	Monthly
# of children identified as “at risk” on ASQ Screener of Child Development	Annual
% of children enrolled in the program scoring proficient on age appropriate measure of development	Twice per year
# of families attending parent education events at CHILD Center	Monthly
# of teachers attending PBC/CHILD Center professional development series	Monthly
Scores on observational measure of teacher performance (e.g. CLASS, TPOT) among teachers receiving PBC services	Annual
% of evidence-based teaching practices implemented with fidelity among teachers receiving PBC services	Weekly

**CHILDREN'S SERVICES ADVISORY BOARD PROGRAM
AGREEMENT BETWEEN ALACHUA COUNTY AND
The CHILD Center**

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WHEREAS, the Agency timely submitted a responsive application to the County for funds for its CHILD Center, an early care and education model demonstration center for children aged birth to five residing in Alachua County, Florida; and

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A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default.

The County will give the Agency seven (7) days to submit a plan for curing the default. The Director of Community Support Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least sixty (60) days written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. The County will pay the Agency for all work completed prior to any notice of termination.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four (24) hours' notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and its Subcontractors, and interview any employees, clients and Subcontractors of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the County will identify any deficiencies to the Agency in writing and prepare a corrective action plan to rectify all deficiencies noted. The Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this Agreement.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties. However, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations makes changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be

deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

Alachua County: Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:

Dorothy Thomas, Chair
The CHILD Center
3810 SW 106th Street
Gainesville, FL 32608

The CHILD Center
c/o John VanDuzer, Treasurer
James Moore and Company
5931 NW 1st Place
Gainesville, FL 32607

A copy of any notice shall also be sent to:

Alachua County: Jesse K. Irby II
Clerk of the Circuit Court
12 SE 1st Street
Gainesville, Florida 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

Section 9. Assignment of Interest: If during the term of this agreement an Independent Children's Services Council is created, this agreement may be assigned to such Council.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act

related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four (4) employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

Section 11. Indemnification:

A. The Agency agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to: personal injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County, and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the County shall extend to any and all work performed by the Agency, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Agency. Nothing contained

herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. General Provisions:

1) Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Agency, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

B. Confidential Information

1) During the term of this Agreement or license, the Agency may claim that some or all of Agency's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI."

2) The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

C. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Agency, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically

shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

D. Compliance

1) If the Agency does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

2) An Agency who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10.

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: TTonkavich@alachuacounty.us, PHONE (352) 264-6700, or Address; 218 SE 24th ST, Gainesville FL, 32601

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Children's Services Advisory Board Staff Liaison within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Children's Services Advisory Board Staff Liaison of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Children's Services Advisory Board Staff Liaison to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 24. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County

Commission's Children's Services Advisory Board", is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 25. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

Section 26. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: [Signature]
Lee Pinkoson, Chair
Board of County Commissioners
Date: _____

ATTEST:

[Signature]
Jesse K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST

By: [Signature]
Print: R. SCOTT THOMAS
Title: WITNESS

PROFESSIONAL

By: [Signature]
Print: DOROTHY THOMAS
Title: The Child Center
Chair, Board of Directors

4 Attachments

1. Attachment A – Scope of (Program) Services
2. Attachment B1 – Monthly Invoice
3. Attachment B2 – Monthly Invoice Data Measurements
4. Attachment C – Program Performance Measurements

ATTACHMENT A: CHILD Center Scope of Services

1. Provide 12,995 days (up to 50 children daily) of licensed early child care and education services for children from birth to age 5.
2. Develop a model high quality early care and education program including written materials and procedures that will be shared with other early learning and care programs in Alachua County.
3. Conduct parent and family education events to increase awareness of the importance of early learning, community resources available to assist families, and how parents can reinforce the child's learning.
4. Collaborate with experts in the field of early learning and care to document, refine, and share a practice based coaching method of professional development.
5. In relationship with the Early Learning Coalition of Alachua County disseminate the practice based coaching materials and strategies with five satellite early learning and care centers located in Alachua County selected through the completion of:
 - a. a readiness assessment
 - b. assessment of teaching practices
 - c. assessment of children's development
 - d. analyze teacher and child performance data.
6. Conduct a Child Care Administrator Mentorship Program and Training Academy to develop leadership skills such as effective supervision, coaching, fiscal planning, and operations management for Certified Child Care Administrators annually.
7. In coordination with mental health agencies provide a coordinated support for children and families as needed to address early childhood issues and promote child and family well-being.

ATTACHMENT B1: Monthly Invoice

Monthly Invoice				
Children's Services Advisory Board				
The CHILD Center				
Month:				
Line Item	Budget	Monthly Actual	Year to Date	Remaining Budget
Personnel	\$ 50,000.00			
Fringe Benefits	\$ 17,000.00			
Operating Expenses	\$ -			
Contractual - ELC	\$ 209,525.00			
Other Expenses	\$ 162,703.00			
Total Project Expenses	\$ 439,228.00			

Amount Requested for the Month: _____

Total Amount of Award: \$ 439,228.00

Percentage of Award Expended: _____ %

Please attach supporting documentation for all claimed expenses.

Prepared by: _____ / /

Approved by: _____ / /

ATTACHMENT B2: Monthly Invoice Data and Performance Measures Report

CHILD Center Data and Performance Measures Report For the Month of:		Number
Measure		
Number of days of licensed early child care and education services for children from birth to age 5 provided		
Number of children from birth to age 5 provided with licensed early care and education services		
Number of parent and family education events held.		
Number of parent and family members attending education events.		
Number of experts collaborated with in the field of early learning and care to document, refine, and share a practice based coaching method of professional development.		
Number of satellite early learning and care centers located in Alachua County selected through the completion of:		
a. Readiness assessment		
b. assessment of teaching practices		
c. assessment of children's development		
d. analyze teacher and child performance data.		
Number of Certified Child Care Administrators participating in mentorship and learning academies.		
Number of mental health agencies providing services to address early childhood issues and promote child and family well-being.		
Number of children and family members receiving services related to mental health issues to promote child and family well-being.		
Comments/Narrative:		
Submitted by:		
Please attach copy of report to monthly invoice.		

Attachment C: Performance Measurements

Program Performance Measures	Measurement Interval
# of children served by the CHILD center	Monthly
# of children identified as “at risk” on ASQ Screener of Child Development	Annual
% of children enrolled in the program scoring proficient on age appropriate measure of development	Twice per year
# of families attending parent education events at CHILD Center	Monthly
# of teachers attending PBC/CHILD Center professional development series	Monthly
Scores on observational measure of teacher performance (e.g. CLASS, TPOT) among teachers receiving PBC services	Annual
% of evidence-based teaching practices implemented with fidelity among teachers receiving PBC services	Weekly