

**SECOND AMENDMENT TO STRATEGIC ALLIANCE AGREEMENT
RELATING TO BOOK EXPLORERS READING MENTORS PROGRAM**

THIS SECOND AMENDMENT TO STRATEGIC ALLIANCE AGREEMENT RELATING TO BOOK EXPLORERS READING MENTORS PROGRAM (“Second Amendment”), with an effective date of June 2, 2023, is entered into by and between The Barbara Bush Foundation for Family Literacy, Inc., a Florida not for profit corporation, (“BBF”), and the City of Fort Lauderdale, a Florida municipality, (“Provider” or “City”).

WHEREAS, BBF and the City entered into a Strategic Alliance Agreement Relating To Book Explorers Reading Mentors Program dated February 1, 2022, (the “Agreement”); and

WHEREAS, pursuant to Section 3 of the Agreement, the term of the Agreement may be renewed for additional consecutive terms of one (1) year upon the written mutual consent of the Parties; and

WHEREAS, on November 1, 2022, BBF and the City entered into a First Amendment to the Agreement to extend the term of the Agreement through June 3, 2023; and

WHEREAS, the City and BBF wish to enter into a Second Amendment to the Agreement to extend the term of the Agreement through June 7, 2024.

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibits “A,” “B,” and “C” of the Agreement are deleted in their entirety and replaced with Exhibits “A,” “B,” and “C,” that are attached to this Second Amendment.

2. The term of the Agreement is extended, *nunc pro tunc*, from June 4, 2023, through June 7, 2024.

3. The following paragraph is incorporated into the Agreement as Section 30:

As a condition precedent to the effectiveness of this Agreement, BBF shall provide the City with an affidavit signed by an officer or representative of BBF under penalty of perjury attesting that BBF does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2023), as may be amended or revised.

4. Section 27 of the Agreement is amended to provide as follows:

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, BBF and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. BBF shall require each of its subcontractors, if any, to provide BBF with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. BBF shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
 2. The City, BBF, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that BBF otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify BBF and order BBF to immediately terminate the contract with the subcontractor, and BBF shall comply with such order.
 4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, BBF may not be awarded a public contract for at least one year after the date on which the contract was terminated. BBF is liable for any additional costs incurred by the City as a result of termination of this Agreement.
 5. BBF shall include in each of its subcontracts, if any, the requirements set forth in this Section 27, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 27 in their subcontracts. BBF shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.
5. Section 28 of the Agreement is amended to provide as follows:

IF BBF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT

LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

BBF shall comply with public records laws, and BBF shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if BBF does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of BBF or keep and maintain public records required by the City to perform the service. If BBF transfers all public records to the City upon completion of the Agreement, BBF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BBF keeps and maintains public records upon completion of the Agreement, BBF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

WHEREFORE, the Parties, through their signatures below, agree to the terms and conditions of this Second Amendment.

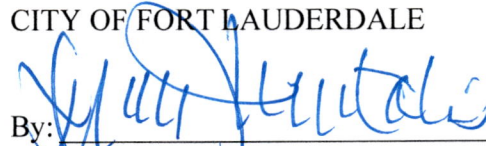
ATTEST:



David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE

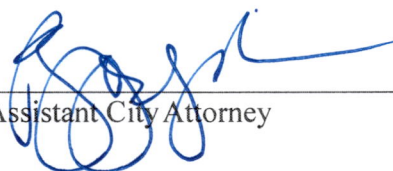
By: 

Dean J. Trantalis, Mayor

By: 

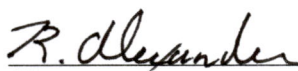
Greg Chavarria, City Manager

Approved as to form and correctness:

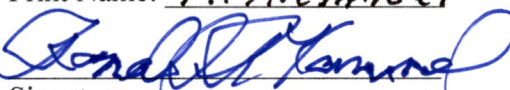

Assistant City Attorney

WITNESSES:

THE BARBARA BUSH FOUNDATION FOR
FAMILY LITERACY, INC., a Florida not for
profit corporation


Signature
Print Name: R. Alexander

By: 
Evangeline Fields, Chief Financial Officer




Signature
Print Name: RONALD R. KAMMEL

[CORPORATE SEAL]

STATE OF FLORIDA:
COUNTY OF Leon :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 29th day of January, 202⁴, by Evangeline Fields, as
Chief Financial officer for The Barbara Bush Foundation for Family Literacy, Inc., a Florida not
for profit corporation.




Notary Public, State of Florida (Signature of
Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

Exhibit A

Book Explorers Program Locations Subject to this Agreement.

Program 1

Croissant Park

245 W. Park Dr.

Fort Lauderdale, FL 33315

Program 2

Osswald Park

2220 NW 21st Avenue

Fort Lauderdale, FL 33311

Program 3

Warfield Park

1000 N. Andrews Avenue

Fort Lauderdale, FL 33304

Exhibit B

BOOK EXPLORERS Roles and Responsibilities

The City of Fort Lauderdale, through each of the Program Advisors identified at program locations in Exhibit A, shall meet the following deliverables for payment. The Book Explorers program shall meet for a minimum of 12 sessions by June 7, 2024. A total payment of \$1,000.00 (the “Compensation”) for each program will be determined by the Barbara Bush Foundation on a per location basis. For the avoidance of doubt, if there are multiple Advisors providing Services at any one Location, then such Advisors shall share the Compensation. The BBF reserves the right to withhold payment for a Program Advisor if the deliverables itemized in A-H below are not satisfied.

Each program is coordinated and overseen by a Program Advisor; whose responsibilities include:

- A. Recruit volunteer mentors and eligible mentees.
- B. Confirm parental consent for participation into the program by entering/confirming all required information from the consent form such as: unique student IDs (names, school student ID or IDs created locally through a unique coding system) and birth month and year, gender and ethnicity for mentors and mentees, and grade in school into the Barbara Bush Foundation Digital Learning Platform (DLP).
- C. Document that all mentors and program advisors have been trained using approved training materials.
- D. Record, maintain and verify mentor/mentee attendance utilizing the Barbara Bush Foundation’s DLP.
- E. Organize and attend mentoring sessions.
- F. Complete and submit surveys for advisors, mentors, mentees, and parents provided by BBF.
- G. Record, maintain and submit all required local mentee reading assessments (pre-test) scores given in either Grade Level Equivalent (GLE), Lexile, or RIT format and/or assessment or reading behaviors and attitudes.
- H. If applicable, provide BBF with the Background Check Certification in Exhibit C for each adult volunteer or adult mentor as required per the contract.

Exhibit C

Background Check Certification

This is to certify that _____ (Provider), in accordance with and as required by the Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, and applicable federal law, obtained clear background checks, including but not limited to a state and federal criminal background check, for any and all individuals and mentors interacting with minors under the age of 18 years pursuant to the Strategic Alliance Agreement, by and between The Barbara Bush Foundation for Family Literacy, Inc. and _____ (Provider), including _____ (Name of Volunteer(s) / Mentor(s)) within one (1) month prior to the start date of _____ (date).

(Provider)

Date



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

14

Today's Date: 2/1/2024

DOCUMENT TITLE: THE BARBARA BUSH FOUNDATION FOR FAMILY LITERACY, INC. – SECOND AMENDMENT TO STRATEGIC ALLIANCE AGREEMENT RELATING TO BOOK EXPLORERS READING MENTORS PROGRAM

COMM. MTG. DATE: 12/5/2023 **CAM #:** 23-1073 **ITEM #:** CM-5 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CAO **Router Name/Ext:** J. Larregui/5106 **Action Summary attached:** ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: P&R **Router Name/Ext:** S. Riestra/4612 **# of originals routed:** 1 **Date to CAO:** 1/31/24

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO **# of originals attached:** 1

Is attached Granicus document Final? ☒ YES ☐ NO **Approved as to Form:** ☒ YES ☐ NO

Date to CCO: 2/1/24 Patricia SaintVil-Joseph
Attorney's Name

PSJ
Initials

3) City Clerk's Office: # of originals: 1 **Routed to:** Donna V./Amber C./CMO **Date:** 02/02/24

4) City Manager's Office: **CMO LOG #:** FEB04 **Document received from:** CCO 2/1/24

Assigned to: GREG CHAVARRIA ☒
ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date)

S. Grant (Initial/Date)

☐ **PENDING APPROVAL** (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO **Date:** 2/5/24

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) **Date:** _____

6) City Clerk: Scan original and forwards 1 originals to: S. Riestra/P&R/Ext. 4612

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO