

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

This **STRATEGIC ALLIANCE AGREEMENT** (this “**Agreement**”) is entered into this 1st day of February 2022, 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**”). BBF and Provider are collectively referred to herein as the “**Parties**,” and each of the two Parties is referred to herein as a “**Party**.”

RECITALS

WHEREAS, the BOOK EXPLORERS Reading Mentors program (the “Program”) is a voluntary mentor program operated outside of a formal academic curriculum that involves pairing teen-aged students or adult mentors with elementary school students in a one-to-one setting in person or virtually where they spend an hour a week together enjoying books and other educational activities;

WHEREAS, BBF owns and administers the materials and intellectual property comprising the Program throughout the United States;

WHEREAS, the Parties agree that the Program is a positive and productive opportunity for high school teens and adult volunteers to give something back, while helping improve the reading skills of younger students;

WHEREAS, the Parties agree that the Provider shall foster and facilitate the Program at the locations set forth on **Exhibit A** hereto (the “Locations”), as such Exhibit may be amended from time to time, by providing the facilities, personnel, and other assistance set forth in this Agreement and that BBF shall foster and facilitate the Program at the Locations by providing the materials, training, and funding as set forth in this Agreement; and

WHEREAS, the Parties seek to have a strong and productive ongoing relationship.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.
2. Obligations of Parties.
 - (a) Provider Obligations. Provider shall:
 - (i) select a minimum of ten (10) volunteer (“Mentors”) from an individual high school, middle school, or community

- organization to mentor elementary students (“Mentees”) during or after school hours;
- (ii) schedule and facilitate training sessions for the Program;
- (iii) provide appropriate facility space to host the Program;
- (iv) provide access to the Program to potential participants (e.g., administrators, teachers, staff, volunteers, and students);
- (v) provide protocols and policies for all participants of the Program, including, but not limited to, volunteers and non-Provider staff;
- (vi) provide appropriate training concerning said protocols and policies;
- (vii) appoint an advisor or other personnel (the “Advisor”) who shall be responsible for overseeing the Program, providing data collection/reporting to BBF in the format provided by BBF to the Advisor, timely performing the deliverables set forth on **Exhibit B** hereto (the “Deliverables”), and coordinating with BBF throughout the Program (collectively, the “Services”);
- (viii) provide proof of meeting the Deliverables by the dates agreed upon by the Parties with respect to each Location; and
- (ix) prior to the commencement of the BOOK EXPLORERS program, obtain and provide BBF certification of a clear background check in strict compliance with all applicable laws for each adult volunteer or adult Mentor participating in the BOOK EXPLORERS program using the Background Check Certification in Exhibit C.

(b) **BBF Obligations.** BBF shall:

- (i) provide to the Mentors a curriculum consisting of twelve (12) 45-minute sessions that are each developed by BBF;
- (ii) provide access to books and parent guides to each Mentee throughout the year, so that parents of each Mentee can help reinforce a love of reading;
- (iii) provide programmatic and evaluation technical assistance to the Advisor;
- (iv) provide programmatic and data collection training to the Advisor and Mentors;
- (v) remit to Provider \$1,000 (the “Compensation”) per Advisor who timely completes the Deliverables at the applicable Location (Program). The Compensation shall be paid directly to the Provider as compensation for the Services provided by the Advisor(s). For the avoidance of doubt, if there are multiple Advisors providing Services at any one Location, the Compensation for that Location shall not exceed \$1,000. IRS 1099 forms will be issued by BBF as required by law.

3. Term and Termination.

- (a) Term. The term of this Agreement shall be for a period of one (1) year commencing February 1, 2022, unless terminated earlier as set forth in Sections 3(b) and (c) below. Following expiration of the term, this Agreement may be renewed for additional consecutive terms of one (1) year each upon mutual written agreement of the Parties.
- (b) Termination. This Agreement may be immediately terminated by either Party for Cause, as defined herein. "Cause" shall mean the gross negligence or willful misconduct of the other Party with respect to this Agreement. A termination of this Agreement shall not cause the termination of any other agreement previously entered into between the Parties.
- (c) BBF Termination. In addition to other relief, either of the two Parties may terminate this Agreement in whole or in part at any time and for any reason by providing thirty (30) days' prior written notice to the other of the two Parties.

4. Reimbursement of Costs. Except as otherwise hereafter mutually agreed by the Parties in writing, and except as otherwise provided in this Agreement regarding the Compensation, at all times during the term of this Agreement, each Party shall perform its responsibilities hereunder at its own expense without contribution from the other Party.

5. Representations and Warranties. Unless stated otherwise, each Party represents and warrants to the other Party as follows:

- (a) Capacity and Authority. The representing Party has all requisite power, authority, and legal capacity to execute, deliver, and perform this Agreement, and its execution, delivery, and performance of this Agreement have been duly authorized by all requisite action and do not require the consent or approval of any other person.
- (b) Execution and Validity. This Agreement has been duly and validly executed and delivered by the representing Party and is valid, effective, and enforceable against the representing Party by the other Party in accordance with its terms.
- (c) Due Diligence Regarding Employees, Independent Contractors, and Volunteers. The representing Party has taken reasonable and prudent actions to assess the background and suitability of each of its employees, agents, and volunteers to participate in the activities of the Party contemplated by this Agreement. Prior to the commencement of the BOOK EXPLORERS program, Provider has acquired, obtained in strict compliance with all applicable laws, and certified to BBF that Provider has obtained clear background checks of each adult volunteer or adult Mentor participating in the BOOK EXPLORERS program. BBF disclaims

and Provider assumes any and all liability resulting from any failure to comply with applicable law, including, but not limited to the Fair Credit Reporting Act and the Fair and Accurate Credit Transactions Act, in the procurement of background checks pursuant to this Agreement. Parties shall keep the results of these background checks confidential, unless otherwise provided by law, and agree to use such results in compliance with all federal, state, and local laws.

6. Insurance. Each Party shall, throughout the term of this Agreement, at its sole cost and expense, maintain occurrence-based general liability insurance insuring such Party against any and all claims and demands made by any person or persons whomsoever, for any risks normally and customarily insured against by such policies, with such policies to have limits of not less than \$1,000,000 for damages incurred or claimed by one or more persons for bodily injury and not less than \$1,000,000 for damages to property, except that, as to the Provider, *in lieu* of general liability insurance, the Provider agrees to maintain self-insurance in accordance with Subsection 768.28(16)(a), Florida Statutes (2021), as may be amended or revised. Upon request, each Party agrees to furnish to the other Party current certificates of insurance to the effect that the above policy or policies of insurance are in force and that the same will not be cancelled without fifteen (15) days' advance written notice to the other Party, except that, as to the Provider, upon request by BBF, the Provider agrees to provide a letter evidencing self-insurance in accordance with Subsection 768.28(16)(a), Florida Statutes (2021), as may be amended or revised.

7. Relationship of the Parties. This Agreement does not constitute or create a joint venture, partnership, or agency relationship between the Parties, nor does it authorize either Party to bind the other Party in any dealings with third parties. The rights and obligations of the Parties with respect to this Agreement shall be limited to those set forth in this Agreement. The Parties hereto shall for all purposes be deemed to be independent contractors, and the employees or agents of one Party shall not be deemed to be employees or agents of the other Party.

8. Amendments and Modifications. This Agreement shall not be amended or modified, nor any right hereunder be considered to have been waived, unless such amendment, modification, or waiver is in writing and executed by duly authorized representatives of both Parties.

9. Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally or by electronic mail to the party identified below, (b) on the day of transmission if sent via facsimile transmission to the facsimile number given below, provided that telephonic confirmation of receipt is obtained promptly after

completion of transmission, (c) on the second day after delivery to any express courier, or (d) on the fifth (5th) day after mailing by first class mail, registered or certified, postage prepaid, return receipt requested, in each case as set forth below:

To BBF: The Barbara Bush Foundation for Family Literacy, Inc.
 516 N. Adams Street, Tallahassee, FL 32301
 Attn: Evangeline Fields
 Fax No: 850-224-6532
 Phone: 850-562-5300
 E-mail: Accounting@Barbarabush.org

To Provider: The City of Fort Lauderdale
 100 N. Andrews Ave.
 Fort Lauderdale, FL 33301
 Attn: Zoie Saunders
 Fax No: 954-828-5070
 Phone 954-828-5603

Each Party, by written notice to the other, may change its address and the person to receive notice.

10. Governing Law, Venue and Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding any conflicts of laws, rule, or principle that might refer the governance or construction of this Agreement to the law of another jurisdiction. The exclusive venue and jurisdiction for any proceeding relating to this Agreement shall be in the appropriate state or federal court sitting in Broward County, Florida. In the event of any suit, action, or proceeding between the Parties arising out of this Agreement, the prevailing Party in any such suit, action, or proceeding shall be entitled to recover from the non-prevailing Party the reasonable attorneys' fees, costs, consultants' fees and other expenses incurred by the prevailing Party in connection with such suit, action, or proceeding.

11. Severability. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and if any term or provision is held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 11 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Party to lose the benefit of its bargain.

12. Assignment. The rights and obligations arising under this Agreement are not assignable by any Party without the prior written consent of the other Party hereto, which consent may be given or withheld in the sole discretion of such Party.

13. Non-Waiver. The failure of any Party to insist upon strict performance of any provisions hereof shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor shall it be a waiver or estoppel with respect to later breach of a similar nature or otherwise.

14. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, transferees, and assigns.

15. Proprietary Rights. BBF shall exclusively own and retain all patent, copyright, trade secret and other intellectual property rights in and to the Program (and any derivative works thereof) and any work product resulting from the Deliverables, the Services and any other work performed under this Agreement by Provider. Nothing in this Agreement shall grant or transfer any rights, title or interest in any intellectual property developed or conceived before, on or after the date hereof by or on behalf of BBF.

16. Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against either Party. This Agreement shall be deemed to have been drafted by both Parties, each of whom has been represented by legal counsel, and, in the event of a dispute, no Party hereto shall be entitled to claim that any provision should be construed against any Party by reason of the fact that it was drafted by one particular Party.

17. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

18. Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is incorporated in this Agreement by reference unless this Agreement expressly provides otherwise.

19. Further Action. Each Party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

20. Dispute Resolution. All disagreements and disputes relating to or arising out of this Agreement which the Parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

- (a) The individual named in Section 9 of this Agreement or appointee for the grieving Party will write to the other Party to identify the problem, propose action to correct the problem, and explain reasons for the proposed action. The correspondence shall indicate that the grieving Party is acting pursuant to this Agreement provision.
- (b) The individual named in Section 9 of this Agreement or appointee for the other Party will respond in writing within thirty (30) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the Parties may be held to reach agreement on the solution and subsequent action.
- (c) If the representatives are unable to reach agreement, they shall submit to mediation services within fifteen (15) calendar days of their agreed deadlock. They will attempt to jointly agree upon a mediator who is certified as such by the Florida Supreme Court and who will meet with the Parties separately and/or together to assist them in resolving the problem. If the parties are unable to agree upon a mediator, the grieving Party shall select the mediator. The cost of mediation shall be shared equally by the Parties.
- (d) Upon resolution of the problem, the responsible personnel from both Parties will develop and execute a joint written explanation indicating the resolution.
- (e) If efforts at agreement within a reasonable time are unsuccessful, the Parties may pursue the available legal remedies.

21. Indemnification.

- (a) Provider agrees to indemnify BBF for any injury or loss of property, personal injury, or death to the extent determined to have been caused by the negligent or wrongful act or omission of any employee of Provider while acting within the scope of the employee's office or employment under circumstances in which Provider, if a private person, would be liable to the claimant, but only to the extent of the partial waiver of sovereign immunity set forth in § 768.28, Fla. Stat. (2021), as may be amended or revised, and then only to the limits prescribed by § 768.28(5), Fla. Stat., (2021), as may be amended or revised.
- (b) BBF agrees to indemnify Provider for any injury or loss of property, personal injury, or death to the extent determined to have been caused by the negligent or wrongful act or omission of any employee of BBF while acting within the scope of the employee's office or employment.

22. Confidentiality.

- (a) "Confidential Information" means any and all records that are confidential pursuant to Florida law.
- (b) Provider agrees at all times, both during and after the term of this Agreement, to hold such Confidential Information in strict confidence and to not divulge, use, furnish, disclose, or make available to any person or entity, except as otherwise provided by Florida law.

23. Force Majeure. Either Party will be excused from any delay or failure in the performance of its obligations under this Agreement (other than payment obligations) that is caused by any intervening act, incident, or circumstance that is and has been beyond the reasonable control of such Party but only if such act, incident, or circumstance was not caused by the negligence or fault of such Party, and such Party will be so excused only during the period that the intervening act, incident or circumstance cannot be overcome through the exercise by such Party of reasonable diligence (an "Event of Force Majeure"). An Event of Force Majeure shall include, without limitation: (a) a storm, flood, washout, epidemic, tornado, hurricane, windstorm, landslide, earthquake, or other act of God; (b) a fire, explosion, or electrical power outage; and (c) a war, riot, strike, boycott, lock-out, blockade, insurrection, act of the public enemy, or civil or industrial disturbance.

24. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties as of the date hereof. Any and all previous discussions, communications, agreements, and/or representations are merged herein and superseded hereby.

25. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their

respective successors any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. Execution of Agreement. The Parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record.

27. E-Verify. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), 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 (2021), 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(2), Florida Statutes (2021), as may be amended or revised, but that BBF otherwise complied with Subsection 448.095(2), 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(2)(c)1. or 2., Florida Statutes (2021), 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(2)(c), Florida Statutes (2021), 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)(j), Florida Statutes (2021), 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)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

28. Public Records

IF BBF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BBF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 100 ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, 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 (2021), 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 contract term and following completion of the contract if BBF does not transfer the records to the City.
4. Upon completion of the Contract, 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 Contract, 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 Contract, 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.

29. Scrutinized Companies. BBF certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if BBF is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

[Signature page follows.]

WHEREFORE, the Parties, through their signature below, agree to the terms and conditions of this Agreement.

ATTEST:

City of Fort Lauderdale

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

The Barbara Bush Foundation for Family
Literacy, Inc.

Print Name: _____

By: _____
Evangeline Fields, Chief Financial Officer

Print Name: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Evangeline Fields, Chief Financial officer for The Barbara Bush Foundation for Family Literacy, Inc., a Florida not for profit corporation.

(SEAL)

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 Reading Mentors Program Locations

Program 1

Bass Park

2750 NW 19 Street

Fort Lauderdale, FL 33311

Program 2

Osswald Park

2220 NW 21 Avenue

Fort Lauderdale, FL 33311

Program 3

Warfield Park

1000 N Andrews Avenue

Fort Lauderdale, FL 33304

Program 4

Carter Park

1450 W. Sunrise Blvd.

Fort Lauderdale, FL 33311

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 3, 2022. 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-G below are not satisfied.

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

- A. Confirm parental consent for participation in 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).
- B. Document that all mentors and program advisors have been trained using approved training materials.
- C. Record, maintain and submit mentor/mentee contacts utilizing attendance collection document provided by BBF.
- D. Organize and attend mentoring sessions.
- E. Complete and submit surveys for advisors, mentors, mentees, and parents provided by BBF.
- F. 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.
- G. 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