
EXEC/ADMIN COMMITTEE MEETING

February 7, 2018; 10:30 a.m.

Conference Call

Dial 1-888-296-6500 and enter Guest Code 966582

TENTATIVE AGENDA

****Action Item***

- I.** Call to Order/Roll Call
- II.** Public Comment
- III.** Review of Credit Card Statements
- IV.** Approval of November 1, 2017 Exec/Admin Committee Meeting Minutes*
- V.** Review of Finance Manager Report, December 2017-Informational
- VI.** Approval of Accounting and Financial Policies and Procedures Revisions*
- VII.** Approval of Revisions to the Coalition's Contract Management and Monitoring Policies and Procedures*
- VIII.** Approval of Consulting Agreement with Ines Andrade*-**HANDOUT**
- IX.** Approval of New ELCNF Clay County Office Lease*-**HANDOUT**
- X.** Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual*
- XI.** Review of Board Membership- Informational
- XII.** Committee Absenteeism Log – Informational
- XIII.** Committee Comment

ACTION ITEM SUMMARY

DESCRIPTION	Approval of New ELCNF Clay County Office Lease
Reason for Recommended Action	<p>Staff requests board approval to lease a new office space for the ELCNF Clay County Office. The new lease will begin on February 15, 2018 and end on January 31, 2019 with an option to renew for an additional 12 months.</p> <p>The space is 600 square feet with two large offices, half bath and storage area for supplies. The total rent is \$700 per month and includes internet and water. The office will house our Clay County Outreach Assistant, our Clay County Reading Pals resource room and library as well as provide a conference area for training.</p> <p>The current office our Outreach Assistant resides in cannot accommodate the expansion of programs and resources necessary to provide optimum quality outreach programs and services to Clay County.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would need to find new comparable office space for Clay County staff and Reading Pal Volunteers and our Clay County Literacy Outreach programs could be less effective in delivering the quality and level of service expected and renowned for.
How the Action will be accomplished	Approval of lease agreement listed above.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made as of the 15 day of February, 2018 by and between Early Learning Coalition of N. FL, whose address is 2450 Old Moultrie Rd ("Lessee"), and Logate LLC a Florida Corporation whose mailing address is 3620 Peoria Rd Orange Park, FL 32065 ("Lessor").

#103
St. Augustine, FL
32086

WITNESSETH:

The Lessor hereby leases and rents unto the Lessee and the Lessee hereby hires and takes from the Lessor the following described property, ("Leased Premises") to wit:

Space designated as Suite B comprising approximately 630 rentable square feet, Schedule A attached hereto and made a part hereof, located at, 3620 Peoria Rd, Orange Park, FL 32065, such building and any other building forming a part of the office complex and related facilities owned by the Lessor being herein referred to as the Project located in the County of Clay, State of Florida.

1. TERM:

Lessee to have and to hold above described premises for a term of 12mths commencing on the 15 () day of February, 2018, and ending on the Jan. day of 31st 2019, on the terms and conditions as set forth herein.

2. RENTS:

(a) Base Rent. Lessee hereby covenants and agrees to pay as monthly base rent:

Rental Period	Monthly Base Rent	Sales Tax	Total
12mths	\$ 700.00		\$ 700.00

Made payable in lawful United States currency, and beginning on the commencement date of this Lease and on the first day of each and every month thereafter throughout the term of this Lease as follows: Rent shall be paid to the Lessor without Logate LLC set off or deduction to:

First month's rent shall be paid in advance.

In order to defray the additional expenses involved in collecting and handling delinquent payments, Lessee shall pay on demand in addition to any rent due hereunder a late charge equal to Fifty Dollars and Zero Cents (\$50.00) if rent is not paid by the tenth (10th) of the month. Lessee acknowledges that this charge is made to compensate Lessor for additional cost incurred by Lessor as a result of Lessee's failure to pay when due, and is not a payment for the extension of the rent due date. Failure of Lessor to insist upon the payment of the late charge, isolated or repeated, shall not be deemed a waiver of Lessor's rights to collect such charge for any future delinquencies.

If Lessee's possession commences on other than the first day of the month, Lessee shall occupy the Leased Premises under the terms and provisions of this Lease. Rent for the pro-rata portion of said month shall be paid and the term of this Lease shall commence on the first day of the month following that in which possession is given.

(b) Operating Expenses. Lessee shall pay as Additional Rent its pro-rata share of all increases in operating expenses (as hereinafter defined) after Base Year 2018 Operating Expenses. The Lessor and Lessee agree that no additional rent shall be payable during the initial year of the term of this Lease. Therefore, Lessee shall pay as Additional Rent the pro-rata share of any increases in operating expenses above the actual expenses of Base Year 2018 Lessee's share of any operating expense increase will be _____%, that is _____ square feet divided by _____ square feet. An operating expense budget

shall be submitted to Lessee by December 31 (or a reasonable time thereafter) of each lease year, outlining Lessor's anticipated operating expenses for the Project during the next calendar year and Lessee's pro-rata share of these operating expenses. Commencing with January's rent payment date and until further notice from Lessor of any adjustment, Lessee shall remit as Additional Rent one-twelfth (1/12) of the anticipated increases in operating expenses in addition to the scheduled Base Rent. Lessee's share of said increase shall be equal to that proportion of the total rentable area of the Project which the Leased Premises represents, and is agreed to be % of such increase. Lessee's anticipated pro-rata share for the first and last lease years shall be prorated based on the number of days of those lease years coinciding with the calendar year budget then in effect.

(c) Definition of Operating Expenses. The term "operating expenses" shall be deemed to include, but not limited to, the following costs incurred in the normal operating, preventive and corrective maintenance and repair of the office complex and any parking lot, garage, landscaping and other common areas used in conjunction therewith, whether paid to employees of Lessor or to independent suppliers or contractors engaged by Lessor: wages and salaries, taxes imposed in respect to wages and salaries (including social security, unemployment insurance and disability insurance), fringe benefits, and worker's compensation insurance with respect to such wages and salaries; full costs of fees, expenses and charges such as management fees, janitorial services, security guards, garage cleaning, window washing, rubbish removal, elevator preventive and corrective maintenance, air conditioning maintenance, water treatment, filter replacement, inspection and maintenance of turbine equipment, pumps and piping, supply and cleaning of uniforms and work clothes, cost of utilities, including electricity and gas consumed in the operation and maintenance of the Project, water charges, sewer charges, pressure vessels, sprinkler leakage, water damage, legal liability, public liability and property damage, accidental breakdown or malfunction of machinery, air conditioning systems and heating systems and electrical fixtures and apparatus, pest control service, building supplies, insurance premiums, real estate taxes, including any special assessments levied against the property, interior and exterior building preventive and corrective maintenance, grounds and parking lot or garage preventive and corrective maintenance, repair and general maintenance not of a capital nature; and the cost of all supplies and taxes imposed in any one or more of the foregoing.

The term "operating expenses" shall not include the cost of any repair or replacement, which, by sound accounting practices, should be capitalized. In this connection, the decision of Lessor's accountants shall be final.

(d) Statement and Payment of Expenses. On or before October 31, (or within a reasonable time thereafter), following the base year and each year thereafter during the term of the lease and the month in which the Lease terminates, Lessor shall deliver to Lessee a statement setting forth the amount of operating expenses paid or incurred by Lessor, directly or indirectly, during the immediately preceding calendar year; and in the case of the month of termination based upon an annualization of such expenses incurred through the month preceding the month of termination and, except in the case of the statements for the base year, comparable figures for the base year. Said statement shall delineate Lessee's actual pro rata share of the demonstrated increases in operating expenses for said preceding calendar year or annualized period in relation to the base year. Within thirty (30) days after delivery of said statement, other than the statement immediately following the base year, Lessee shall pay to Lessor as Additional Rent Lessee's share of such increases in operating expenses not previously collected. If the term of the Lease Agreement begins after January 1, or ends prior to December 31, Lessee's share of the increase in operating expenses shown on the statement delivered at the end of such year shall be reduced proportionately and paid as aforesaid. In the event Lessee's share of such increases in operating expenses is less than the amount previously anticipated and collected by Lessor, Lessee's share of anticipated increases in operating expenses scheduled for the calendar year shall be reduced proportionately or in the event the Lease Agreement has terminated any excess shall be applied to sums owed to Lessor, and if none, then shall be remitted to Lessee.

3. USE AND POSSESSION:

(a) Use. It is understood that the Leased Premises are to be used for ' Office '.

(b) Possession. The Lessor agrees to have the Leased Premises completed and ready for possession on or before the above commencement date barring strikes, insurrection, Acts of God and other casualties or unforeseen events beyond the control of the Lessor. If Lessor is unable to give possession of the Leased Premises on the date of the commencement of the initial term of this Lease Agreement by reason of the holding over of any prior Lessee or Lessees, incomplete construction, or for any other reason, unless the same shall result from causes attributable to the Lessee, an abatement or

diminution of the rent to be paid hereunder, for the period of time Lessor is unable to give possession, shall be allowed Lessee and the term of the Lease shall be extended beyond the agreed expiration date by the number of days possession was delayed and said abatement of rent shall be the full extent of Lessor's liability to Lessee for any loss or damage to Lessee on account of said delay in obtaining possession of the Leased Premises. If the Leased Premises have not been tendered ninety (90) days after the scheduled commencement date, Lessee shall have the right to terminate this Lease after fifteen (15) days written notice to the Lessor.

(c) Expiration of Term. The Lessee, at the expiration of the term shall deliver up the Leased Premises in good repair and condition, damages beyond the control of the Lessee, reasonable use, ordinary decay, wear and tear excepted.

4. ACCEPTANCE OF PREMISES:

Lessee accepts the Leased Premises "as is".

5. SALES AND USE TAX:

Any sales, use or other tax, excluding State and /or Federal Income Taxes, now or hereafter imposed by the United States of America, the State, or any political subdivision thereof, shall be paid monthly or annually as required as Additional Rent by the Lessee notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor, and Lessee's Base Rent shall be increased by an amount sufficient to pay any such tax or taxes. The sale or use tax now imposed in the State of Florida is seven percent .

5.8 + 12%

6. NOTICES:

For purpose of notice or demand, the respective parties shall be served by certified or registered mail, addressed to the Lessee at the Leased Premises or addressed to Lessor
at: 3620 Peoria Rd, Orange Park Fl 32065

7. ORDINANCES AND REGULATIONS:

The Lessee hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Officers or Boards of the City, County or State having jurisdiction over the Leased Premises, and with all ordinances and regulations or governmental authorities wherein the Leased Premises are located, at Lessee's sole cost and expense, but only insofar as any of such rules, ordinances and regulations pertain to the manner in which the Lessee shall use the Leased Premises; the obligation to comply in every other case, and also all cases where such rules, regulations and ordinances, required repairs, alterations, changes or additions to the Project (including the Leased Premises) or building equipment, or any part of either, are hereby expressly assumed by Lessor, and Lessor covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances, with which Lessee has not herein expressly agreed to comply. Said Leased Premises shall not be used for any unlawful purpose nor shall it be used so as to constitute a nuisance. This building has fire extinguishers, smoke detectors, and emergency lighting in place.

8. SIGNS:

Lessee will not place any signs or other advertising matter or materials on the exterior or the interior of the Leased Premises where they can be seen from the exterior of any portion of the Leased Premises without the prior written consent of the Lessor. If Lessor approves the use of exterior signage by the Lessee, the Lessee will be responsible for signage installation, maintenance, cost of electricity, and any damage occurring to the building if the signage is removed for any reason.

9. UTILITIES:

The Lessee shall pay all costs of water, waste removal, gas, electricity, fuel, light, power and all other utilities furnished to the Leased Premises or used by Lessee in connection therewith and whether such utility costs be determined by separate metering or sub-meters. Lessee is responsible for the payment of all pest, custodial and sanitary control expenses. Lessee, shall at Lessee's sole cost and expense, keep the Leased Premises and every part thereof in its presently existing condition excepting only ordinary wear and tear. Lessee's obligation therefore shall include, without limitation, the maintenance, replacement

Meter X, 014

and repair of all interior build-out including plumbing, pipes, electrical wiring and conduits, lighting, and the heating and air conditioning system servicing the premises. Lessee is also responsible for all damage to windows, doors, or other perimeter surfaces that result from break-ins, vandalism or similar events. Lessee agrees to contract with a Lessor selected vendor or to enter into a service contract with a reliable, certified heating and air conditioning company to maintain these units and keep them in good working order. Lessee shall furnish Lessor a copy of the service contract, and upon request of Lessor, shall also furnish copies of routine maintenance reports or invoices. Lessee shall, upon expiration or sooner termination of this Lease, surrender the Leased Premises to the Lessor in its existing condition, broom clean, ordinary wear and tear only excepted.

The Lessor, at its sole cost and expense, will keep the roof, load bearing walls and windows of the Leased Premises in good condition and reasonable state of repair, unless such maintenance and repair are caused, in whole or in part, by the act, neglect, fault or omission of any duty by the Lessee, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Lessee shall pay to Lessor the actual cost of such maintenance and repair. The Lessee, its agents, servants, employees and invitees shall not be permitted upon the roof of the Leased Premises for any reason without the Lessor's prior written consent. Lessor shall have no obligations with respect to maintenance or repair of the roof if Lessee, its agents, servants, employees or invitees enter upon the roof of the Leased Premises without such prior written consent regardless of whether such entry caused or necessitated the need for such repair or maintenance. Lessor shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Lessor by Lessee.

10. ALTERATIONS:

Lessee shall maintain Leased Premises and every part thereof in good repair and condition, damage thereto by fire, windstorm, Acts of God, reasonable wear and tear or the elements excepted. Lessee shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without prior written consent of Lessor. In the event Lessor consents to the proposed alterations, additions or improvements, the same shall be at the Lessee's cost and expense and Lessee shall hold the Lessor harmless on account of the cost thereof. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use and enjoyment of the remainder of the building by the other tenants thereof. If required by Lessor, such alterations shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease.

Lessee agrees not to suffer or permit any lien of any mechanic or materialman to be placed or filed against the Project or the Leased Premises. In case any such lien shall be filed, Lessee shall immediately satisfy and release such lien of record. If Lessee shall fail to have such lien immediately satisfied and released of record, Lessor may, on behalf of Lessee, without being responsible for making any investigation as to the validity thereof, pay the amount of said lien and Lessee shall promptly reimburse Lessor therefore. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Property, and any and all liens and encumbrances created by Lessee shall be attached to Lessee's leasehold interest only.

11. QUIET ENJOYMENT:

The Lessor covenants and agrees that Lessee, on paying said rent and performing the covenants herein, shall and may peaceably and quietly hold and enjoy the said Leased Premises for the term aforesaid.

12. LESSOR'S RIGHT TO INSPECT AND ENTER:

The Lessor shall have the right, at reasonable times and with twenty four (24) hours prior notice, during the term of this Lease, to enter the Leased Premises for the purpose of examining or inspecting same and of making such repairs or alterations therein as the Lessor shall deem necessary, and may, at any time within six (6) months immediately preceding the expiration of the specified term, show the Leased Premises to others for the purpose of rental and may affix to suitable parts of the Leased Premises a notice of Lessor's intention to Lease or sell the Leased Premises.

13. FIRE AND CASUALTY:

If the Leased Premises are damaged by fire or other casualty, Lessor will promptly repair the damage and restore the Leased Premises to their condition immediately prior to the occurrence of the casualty, but only to the extent possible within the limitation of the available insurance proceeds. (If the reasonable time for completing any such restoration or repair is ninety (90) days or longer, either party shall have the option to terminate this Lease Agreement by giving notice of termination to the other party. That notice shall be given within fifteen (15) days after the date of the casualty. If the damage or destruction to the Leased Premises occurs within six (6) months of the expiration of the then existing term of the Lease or if the damage or destruction to the Leased Premises is so substantial that it has effectively destroyed the Leased Premises totally, either Lessor or Lessee may, at their option, terminate the Lease by giving written notice to the other party within fifteen (15) days after the date of the casualty. If the Leased Premises are damaged by fire or other casualty, the rent shall abate until the Leased Premises are restored or until the Lease is terminated in accordance with this paragraph. The abatement shall be in proportion to the impairment of the use that Lessee can reasonably make of the Leased Premises. The Lessor shall not be liable for any inconvenience or interruption of business of the Lessee occasioned by fire or other casualty.

14. CONDEMNATION:

If any part of the Leased Premises is taken by eminent domain, Lessor may at its sole option, terminate the Lease by giving written notice to Lessee within sixty (60) days after the taking, or if by reason of any such taking, Lessee's operation on the Leased Premises is materially impaired, Lessee shall have the option to terminate this Lease Agreement, by giving written notice to Lessor within sixty (60) days after the taking, and the rent will be adjusted as of the date of the notice. If the Leased Premises are damaged or if access to the Leased Premises is impaired by reason of such taking and neither Lessor nor Lessee elects to terminate this Lease Agreement, Lessor will promptly rebuild or repair the damage to the extent possible within the limitations of the available condemnation awards. All condemnation awards belong to Lessor, except those specifically awarded to Lessee for its separate property and fixtures.

15. ASSIGNMENTS AND SUBLEASE:

Lessee shall not mortgage or assign this Lease Agreement or sublet the Leased Premises without the prior written consent of Lessor. No assignment shall relieve Lessee of its obligations under this Lease Agreement. The Lessor's consent to any subletting by Lessee shall not be unreasonably withheld.

16. HOLDOVER:

Any holding over by the Lessee after the expiration of this Lease shall be construed as a Tenancy at Sufferance, unless such occupancy is with the written consent of the Lessor, in which event the Lessee will be a tenant from month to month, upon the same terms and condition of this Lease, except the base rent shall be at one hundred fifty percent (150%) for such holdover period. Acceptance by the Lessor of rent after such termination shall not constitute a renewal.

17. SUBORDINATION:

This lease shall be subject and subordinated at all times to the terms of any ground or underlying lease which now exists or may hereafter be executed affecting the Leased Premises, and to the liens of any mortgages or deeds of trust in any amount(s) whatsoever now existing or hereafter encumbering the Leased Premises, without the necessity of having further instruments executed by the Lessee to effect such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deeds of trust as may be requested by Lessor. In the event of termination for any reason whatsoever of any underlying lease, Lessee shall automatically be and become the Lessee of such underlying Lessor and shall attorn to such underlying Lessor at his request or at the option of any first mortgage or deed of trust holder. So long as the Lessee hereunder shall pay the rent reserved and comply with, abide by and discharge the terms, conditions, covenants, and obligations on its part, to be kept and performed hereunder and shall attorn to the successor in title notwithstanding the foregoing, the peaceable possession of the Lessee in and to the Leased Premises for the term of this Lease, shall not be disturbed, in the event of the foreclosure of any such mortgage or deed of trust, by the purchaser at such foreclosure sale or such purchaser's successor in title.

18. INDEMNITY AND INSURANCE:

(a) Indemnity. Lessee will save Lessor harmless and indemnify Lessor from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or loss or damage of whatever nature including property damage (1) caused by or resulting from, or claimed to have been caused by or to have resulted from, wholly or in part, any act, omission or negligence of Lessee or anyone claiming under Lessee (including, but without limitation subtenants, concessionaires, agents, employees, servants and contractors of Lessee or its subtenants or concessionaires), no matter where occurring, or (2) occurring in, upon, or at the demised premises, no matter how caused or (3) arising out of the occupancy or use by the Lessee of the demised premises or any part thereof. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liability incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or the defense thereof. If Lessee or anyone claiming under Lessee or the whole or any part of the property of Lessee shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be borne by the Lessor or its agents. Lessee agrees that Lessor shall not be liable to Lessee or anyone claiming under Lessee for any injury, loss, or damage that may be caused by or result from the act, omission, default or negligence of any persons occupying adjoining premises or any other part of the Building or property. In case the Lessor shall without fault on its part, be made a party to any litigation commenced by or against Lessee, the Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease.

(b) Insurance. Lessee will maintain public liability insurance with respect to Leased Premises, naming Lessor and Lessee as insureds, with a combined single limit of not less than one million dollars (\$1,000,000.00) on an occurrence basis with respect to both bodily injury and property damage. Lessee shall deliver to Lessor a Certificate of Insurance at least fifteen (15) days prior to the commencement of the term of this Lease and renewal Certificate at least fifteen (15) days prior to the expiration of the Certificate it renews. Said Certificates must provide for thirty days notice to Lessor in event of material change or cancellation. Lessee also agrees to maintain during the term hereof, broad form coverage on Lessee's personal business property and improvements and betterments.

(c) Waiver of Subrogation. Neither party shall be liable to the other for loss or damage, caused by fire or any other peril insured against under standard extended coverage insurance even though the loss of or damage is caused by the party's negligence. Each insurance policy carried by Lessor and Lessee in accordance with this paragraph shall contain a provision by which the insurance company shall waive all right of recovery by subrogation against the other party or loss or damage to the insured property.

19. CONSTRUCTION OF LANGUAGE:

Words of any gender used in the Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. The paragraph headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

20. DEFAULT:

(a) Events of Default. The happening of any one or more of the following listed events shall constitute a breach of this Lease Agreement on the part of Lessee:

- (1) The failure of Lessee to pay any rent payable under this Lease Agreement within ten days of the due date, thereof;
- (2) The failure of Lessee to fully and properly comply with any term or provision hereof;
- (3) The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt or the adjudication in bankruptcy of Lessee under any bankruptcy law or act;
- (4) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee;

(5) The assignment by Lessee of all or any part of its property or assets for the benefit of its creditors; or

(6) The levy, execution, attachment or other of property, assets or of the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgement, debt or claim or the abandonment of the Leased Premises by the Lessee.

(b) Remedies. Upon the happening of any event of default, Lessor shall first give Lessee at least fifteen (15) days prior notice of the default and, if Lessee fails to cure the default within the fifteen (15) days following the notice of default, then Lessor may declare the entire balance of the rent for the remainder of the term to be due and payable and Lessor shall have a lien on the personal property of the Lessee which is located on the Leased Premises and in order to protect its security interest in the said property Lessor may lock up the Leased Premises or may terminate the lease and retake possession of the Leased Premises or enter the Leased Premises and relet the same without termination.

(c) Attorney's Fees and Costs. The parties hereto agree that in the event either of the parties hereto are required to institute legal proceedings to enforce any of the terms, covenants and conditions of this Lease, the prevailing party shall be entitled to be reimbursed for all reasonable attorney's fees incurred (including appellate fees), as well as court costs.

(d) No Waiver by Lessor. Nothing herein contained shall be deemed to be a waiver by Lessor of its statutory lien to rent, and the remedies, rights and privileges of Lessor in the case of default of Lessee as set forth above shall not be exclusive and in addition thereto Lessor may also exercise and enforce all its rights at law or in equity which it may otherwise have as a result of Lessee's default hereunder. Lessor is herein specifically granted all of the rights of a secured creditor under the Uniform Commercial Code with respect to the property in which Lessor has been granted a security interest by Lessee.

21. NOTICE OF TERMINATION NOT REQUIRED:

Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate the term of this Lease Agreement, or extension hereof, on the date herein specified, and the term hereof shall expire on the date herein provided without notice being required from either party.

22. SUCCESSORS AND ASSIGNS:

This Lease shall bind and endure to the benefit of the successors, heirs, and assigns of the parties hereto.

23. RELATIONSHIP OF THE PARTIES:

Nothing herein contained shall be deemed or constituted as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor a provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

24. ENTIRE AGREEMENT:

It is agreed between the parties that neither Lessor nor Lessee nor any of their agents have made any statement, promises, or agreements verbally or in writing in conflict with the terms of this Lease Agreement. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Lease Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Lease Agreement contains the entire agreement between the parties and no rights are to be conferred upon either party until this Lease Agreement has been executed by Lessee and Lessor.

25. MODIFICATIONS:

No modification, alteration, or amendment to this Lease Agreement shall be binding unless in writing and executed by the parties hereto, their heirs, successors or assigns.

26. SECURITY DEPOSIT:

The Lessee has deposited with the Lessor an amount equivalent to the last month's rent under the terms of this lease including seven percent (7%) Florida State Sales Tax. The Lessor acknowledges receipt of this deposit. If at any time the Lessee shall be in default under the terms of this lease than the Lessor shall have the right to use this deposit in payment of reasonable expenses in curing the default. In the event that said deposit shall not be utilized for such purpose then the deposit shall be refunded to the Lessee within seven (7) days of Lessee's vacating the Leased Premises. In no event shall Lessee be entitled to interest on said deposit, except to the extent required by applicable law.

27. PROVISIONS SEVERABLE:

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease Agreement shall be valid and be enforceable to the fullest extent permitted by law.

28. NO RECORDING:

This Lease Agreement shall not be recorded in the public records without Lessor's prior written consent.

29. LAW AND VENUE:

This Lease Agreement shall be enforced in accordance with the laws of the State of Florida. The agreed upon venue is Orange Park, Clay County, Florida.

30. RULES AND REGULATIONS:

Lessee agrees to observe reasonable rules and regulations adopted by the Lessor. Insofar as the rules and regulations conflict with any of the terms and provisions of this Lease Agreement, the terms and provisions of this Lease shall control.

31. ACCESS:

Lessee shall have access to the Suite twenty four (24) hours a day, seven (7) days a week.

32. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Lessor agrees to have the building periodically checked to insure that levels of radon do not exceed Federal and State guidelines. Lessor shall notify Lessee, immediately, if radon levels are detected to be at or near to levels deemed unacceptable by Federal or State guidelines. Additional information regarding radon and radon testing may be obtained from your county public health unit.

33. BROKER'S COMMISSION:

Lessee covenants, represents and warrants that Lessee has had no dealings or negotiations with any Broker, or Agent other than _____ of Discover Realty Inc. or Discover Property Management Inc., in connection with the consummation of this lease. Lessee covenants and agrees to pay, hold harmless and indemnify Lessor from and against any and all costs, expenses (including reasonable attorneys' fees before trial, at trial, and on appeal) or liability for any compensation, commissions, or charges claimed by any broker or agent, other than the Brokers set forth in this paragraph with respect to this Lease or the negotiation thereof.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Lease to be duly executed as of the date first above written by their respective officers thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

Lessee:

Lessee:

(Lessor)

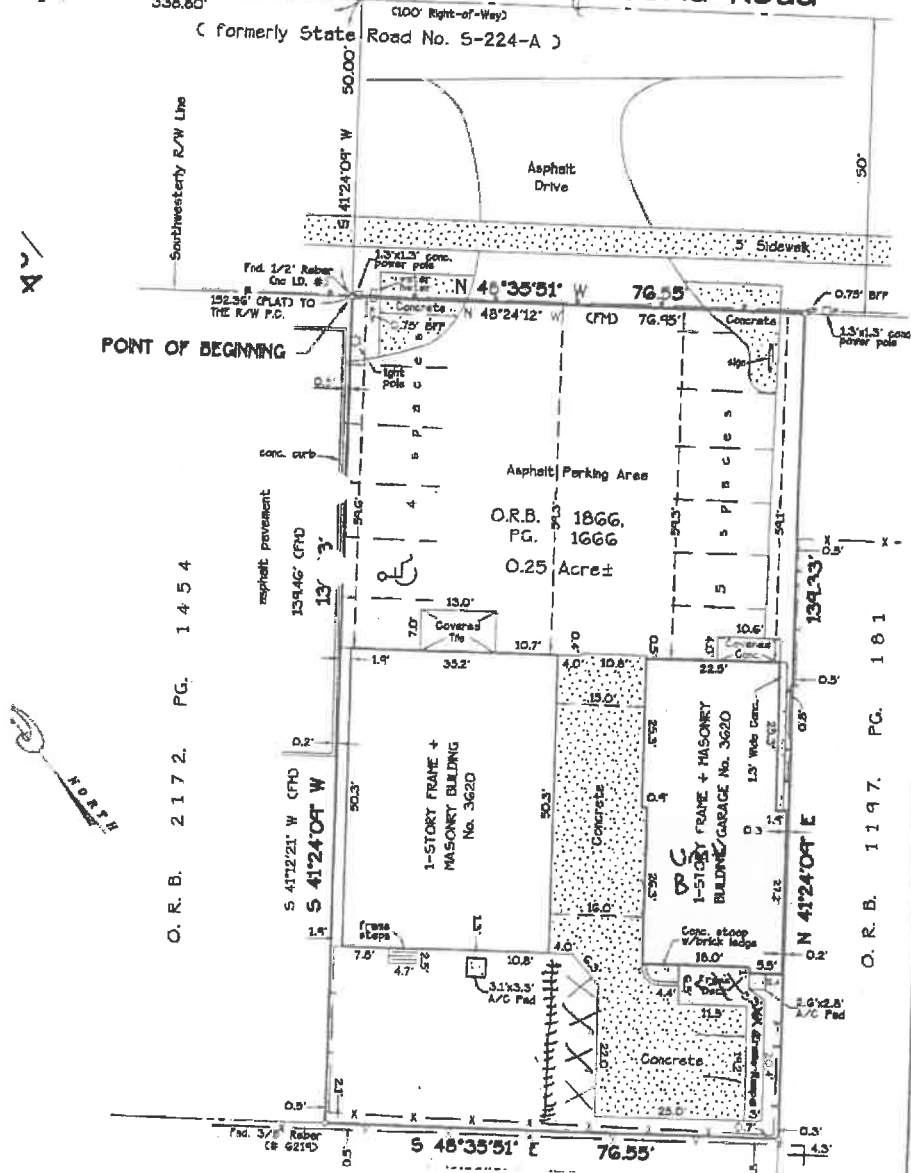
By:

Title:

- A Electric has meter in storage closet - will be Read
either monthly or quarterly - checks made out to Clay Electric
- B. Lessee acknowledges this office space is not handicap accessible.
- C. Lessee is to contact security company to set up/change
the code. To Pay National Alarm quarterly in the amount
of \$ 80.25.
- D. A Keyless entry is allowed to be installed
- E. A temporary Ramp will be allowed once plans are approved
by owner
- F. The unit is on a septic system.

EMENT

(formerly State Road No. S-224-A)





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012691422C-8	07/31/2017	07/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EARLY LEARNING COALITION OF
NORTH FLORIDA INC
2450 OLD MOULTRIE RD STE 103
ST AUGUSTINE FL 32086-3100

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.
and
INTERRA-SKY FLEMING ISLAND, LLC

ATTACHMENT I – ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS

- A. Assurances – Non-construction Programs (OMB Standard Form SF 424B)**
- B. Certification Regarding Debarment and Suspension (29 CFR Part 98 and 45 CFR Part 74)**
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- D. Drug-Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (s. 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000**
- H. Certification Regarding Environmental Tobacco Smoke – The Pro Children Act of 2001**
- I. Certification Regarding Immigration Status**
- J. Certification Regarding Standards of Conduct**
- K. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- L. The Transparency Act, as 2 CFR Part 170, defines**
- M. Equal Employment Opportunity (E.E.O.) Assurance**
- N. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)**
- O. Energy Efficiency**
- P. Scrutinized Companies Lists**
- Q. Davis-Bacon Act, as amended (40 USC 276a, et seq.)**
- R. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**
- S. Contract Work Hours and Safety Standards Act**
- T. Access To Records**

*pages 1-11
I have not acknowledged
by Logate LLC.*

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

As the duly authorized representative of the CONTRACTOR, I certify that the CONTRACTOR:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida Department of Education (DOE), the Florida Department of Financial Services (DFS) and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human services involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB CFR § 200 Uniform Audit Requirements and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's List of Parties Excluded in the System for Award Management (SAM) identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that CONTRACTORS are not suspended, debarred or disqualified. The CONTRACTOR through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.sam.gov/> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the CONTRACT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or CONTRACT under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the CONTRACT, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the CONTRACT.

C. CERTIFICATION REGARDING LOBBYING – 45 CFR Part 93 Appendix A - Certification for Contracts, Grants, Loans, and Cooperative Agreements AND Statement for Loan Guarantees and Loan Insurance.

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. COALITION may not authorize or make any disbursement of funds or aids appropriations pursuant to a CONTRACT to any person or organization unless the terms of the CONTRACT prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S.; and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 ¹ for each such failure.

¹ The amounts specified in Appendix A to Part 93 are updated annually, as adjusted in accordance with the Federal Civil Monetary Penalty Inflation Adjustment Act of 1990 (Pub. L. 101-140), as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (section 701 of Pub. L. 114-74). Annually adjusted amounts are published at 45 CFR part 102.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[55 FR 6754, Feb. 26, 1990, as amended at 81 FR 61565, Sept. 6, 2016]

*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the CONTRACTOR, through the duly appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions-

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying COALITION in writing within ten (10) calendar days of receiving notice from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to-
Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Suite 103
St. Augustine, Florida 32086
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement, or other appropriate agency approved for such purposes.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The following are the sites for the performance of work done in connection with the specific CONTRACT including street address, city, county, state, and zip code:

INTERRA-SKY FLEMING ISLAND, LLC
1845 Town Center Blvd.
Fleming Island, FL 32003

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The CONTRACTOR hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it is required to inform the COALITION immediately upon any change of circumstances regarding this status.

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 – PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this CONTRACT will be American-made.

P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, section 507 – “It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED, (22 U.S.C. 7104 (G))

This CONTRACT is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the

Trafficking Victims Protection Act of 2000. In each COALITION CONTRACT (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the COALITION to include a condition that authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

I. CERTIFICATION REGARDING IMMIGRATION STATUS

The CONTRACTOR certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The CONTRACTOR certifies that it shall comply with the provisions of 45 CFR part 92.36(b)(3) regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

To comply with Public Law 111-117, the CONTRACTOR may not distribute federal funds made available under this CONTRACT to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

L. THE TRANSPARENCY ACT (AS CFR PART 170 DEFINES)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein-

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

M. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The CONTRACTOR agrees that it will comply with Executive Order No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

N. CLEAN AIR ACT (42 U.S.C. 7401, ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251, ET SEQ.) AS AMENDED

If this CONTRACT is in an amount in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251, et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). Violations shall be reported to the COALITION, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 92.36 (i)(12).

O. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). See 45 CFR part 92.36 (i)(13).

P. SCRUTINIZED COMPANIES LISTS

If this CONTRACT is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the COALITION may terminate this CONTRACT at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.

If this CONTRACT is in the amount of one million dollars or more, in compliance with s. 287.135, F.S., the CONTRACTOR, by signing this CONTRACT, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Q. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, ET SEQ.)

When federal program legislation requires, all construction CONTRACTS of more than \$2,000 the recipients and subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title-29 CFR Part(s) 1, 3, 5, 6 and 7.

R. COPELAND ANTI-KICKBACK ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

T. ACCESS TO RECORDS

Pursuant to 2 CFR §200.336, *Access to records*, the CONTRACTOR agrees to provide access by the COALITION, the Office of Early Learning, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

By signing below, the CONTRACTOR, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in this attachment.

Printed Name and Title of Authorized Representative

Signature

Date

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ACTION ITEM SUMMARY

DESCRIPTION	Approval of Consulting Agreement with Ines Andrade
Reason for Recommended Action	<p>Overview:</p> <p>Ines Andrade will provide the necessary support to input and implement the MIP Non Profit Fund Accounting software for ELC North Florida as needed.</p> <p>The scope of this work will include creating required reporting formats, reviewing data input, reversing entries that recorded twice during the implementation process and reviewing all general ledger entries with the Finance Manager.</p> <p>This contract shall be for the period of February 12, 2018 – March 9, 2018 at the rate of \$25.00 per hour, plus mileage and the contract value is not to exceed \$2,500.00</p> <p>If this is not done, the following would occur:</p> <ul style="list-style-type: none"> • ELCNF Finance Manager has not been trained on the creation of reports, reversing entries and budget input. This contract is more cost effective than the telephone support currently utilized and ELCNF will benefit to have an experienced MIP user reviewing all entries.
How the Action will be accomplished	Board Approval and signing of contract.

Consulting Agreement

This contract is entered into between **Early Learning Coalition of North Florida, Inc.** hereinafter referred to as the "**Contractor**," and **Ines Andrade**, hereinafter referred to as the "**Consultant**."

I. THE CONSULTANT AGREES:

- A. To provide services according to the terms and conditions specified herein.
- B. That the consultant shall not assign the responsibility nor subcontract for any portion of the work contemplated in this contract to another party without prior written approval of the contractor.
- C. In performing the responsibilities under the agreement, and by signing this agreement, the CONSULTANT hereby agrees to fully comply with the following certifications and assurances:

Equal Employment Opportunity (EEO)

The CONSULTANT agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

Certification regarding debarment, suspension and other responsibility matters –primary covered transaction

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's Excluded Parties List System identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that sub-grantees and contractors are not suspended, debarred or disqualified. The CONSULTANT through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers –

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also available on the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense connected to obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violating federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, records falsification or destruction, making false statements or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

Where the prospective CONSULTANT is unable to certify to any of the statements in this certification, such prospective CONSULTANT shall attach an explanation to the agreement.

II. THE CONTRACTOR AGREES:

- A. To pay for contracted services according to the terms and conditions stated herein.

III. THE CONTRACTOR AND CONSULTANT MUTUALLY AGREE:

A. Effective and ending dates:

1. This contract shall be for the period **2/12/18 to 3/9/18**. This may be extended with an addendum, as deemed necessary by the Contractor.

Week of 2/12/18	30 hours
Week of 2/19/18	16 hours
Week of 2/26/18	16 hours
Week of 3/5/18	16 hours
TOTAL	78 hours

2. This contract can be severed at any time by either the Contractor or the Consultant, without penalty.

B. **Services shall be performed as follows:**

1. Be available for contract work on an as needed basis.
2. Provide technical assistance as deemed appropriate by the Finance Manager to assist in meeting deadlines for implementation of the MIP Non Profit Funding Accounting Software, as required by the Coalition or the Office of Early Learning.

C. **SCOPE OF SERVICES:**

This agreement relates exclusively to the provision of consulting services to be rendered to the CONTRACTOR. The Consultant has been determined to be a vendor, and therefore would be exempt from sub-recipient requirements.

The CONSULTANT shall fulfill his/her designated responsibilities as outlined within this agreement. The CONSULTANT will be responsible for any additional training needs the CONTRACTOR requests and the CONSULTANT will be responsible for submitting an itemized list of services rendered and time allotted for each service. This itemization will be submitted with the CONSULTANT'S invoice.

IV. **COMPENSATION:**

- A. All hours will be tracked. Tracking documentation **MUST** be submitted with the invoice for reimbursement.
- B. The consultant shall receive compensation, at the rate of \$25 per hour and \$.445 per mile in travel, upon submission of an invoice
- C. Contract value is not to exceed \$2,500.
- D. Consultant will invoice the Contractor on a weekly basis.
- E. The consultant shall be responsible for all taxes, including Social Security and Federal taxes.
- F. **Termination at Will** - This contract may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by read-receipt e-mail, certified mail-return receipt requested or in person with proof of delivery.
- G. **Termination for Breach** - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.

V. All of the terms and conditions of this contract are agreed upon by the parties.

In witness thereof, the parties hereto have caused this two (2)-page contract to be executed and duly authorized by signatures below.

Contractor

Early Learning Coalition of North
Florida, Inc.
2450 Old Moultrie Rd. Ste. 103
St. Augustine, FL 32086

Consultant

Ines Andrade
222 Nottingham Road
South Daytona, FL

Signature

Name: Dawn E. Bell
Title: CEO

Signature

Name: Ines Andrade

te

Date



2450 Old Moultrie Road, Suite 103
St. Augustine, FL 32086
904-342-2267
www.elcnorthflorida.org

EXEC/ADMIN COMMITTEE MEETING

February 7, 2018; 10:30 a.m.

Conference Call

Dial 1-888-296-6500 and enter Guest Code 966582

TENTATIVE AGENDA

**Action Item*

- I. Call to Order/Roll Call
- II. Public Comment
- III. Review of Credit Card Statements
- IV. Approval of November 1, 2017 Exec/Admin Committee Meeting Minutes*
- V. Review of Finance Manager Report, December 2017-Informational
- VI. Approval of Accounting and Financial Policies and Procedures Revisions*
- VII. Approval of Revisions to the Coalition's Contract Management and Monitoring Policies and Procedures*
- VIII. Approval of Consulting Agreement with Ines Andrade*-**HANDOUT**
- IX. Approval of New ELCNF Clay County Office Lease*-**HANDOUT**
- X. Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual*
- XI. Review of Board Membership- Informational
- XII. Committee Absenteeism Log – Informational
- XIII. Committee Comment



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XIV. Next Meeting – May 2, 2018 10:30am- Conference Call (Board meeting March 21st 10:30 am)

XV. Adjournment*