



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2018-06-12 10:05 - School Board Operational Meeting

AGENDA ITEM: ITEMS

CATEGORY: L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT: Facility Planning and Real Estate

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

ITEM No.:
 L-2.

TITLE:
 Nova Southeastern University 2018 Office of Residential Life and Housing Conference Contract

REQUESTED ACTION:
 Approve the Nova Southeastern University 2018 Office of Residential Life and Housing Conference Contract with Nova Southeastern University (NSU) for the 2018 South Florida Leadership Training Camp (SFLTC).

SUMMARY EXPLANATION AND BACKGROUND:
 NSU will be the site for the SFLTC. Approximately 250 students will be participating in the camp. SFLTC will be held from July 9, 2018 through July 13, 2018. See Supporting Docs for continuation of Summary Explanation and Background. This Contract has been reviewed and approved as to form and legal content by the Office of the General Counsel. This contract will be executed by NSU following School Board approval.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is no financial impact to the District's general fund. Registration fees for the camp are paid through fundraising projects. The Department of Athletics and Student Activities solicits Broward County companies and corporations to assist in underwriting registration fees.

EXHIBITS: (List)
 (1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Office of Residential Life and Housing Conference Contract

BOARD ACTION:
APPROVED
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shawn M. Cerra	Phone: 754-321-2550
Name: Chris O. Akagbosu	Phone: 754-321-2162

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature
 Leslie M. Brown
 6/1/2018, 2:15:38 PM

Approved In Open Board Meeting On: JUN 12 2018
 By: *Nora Rupert*
 School Board Chair

Continuation of Summary Explanation and Background

This year, funding for the leadership camp is generated through business donations and school club/organizations. The registration fee per student is \$385. The registration fee covers student lodging, meals and course materials. SFLTC is a four-night/five-day intensive leadership camp.

EXECUTIVE SUMMARY

Nova Southeastern University 2018 Office of Residential Life and Housing Conference Contract

The South Florida Leadership Training Camp (SFLTC) is a four-night/five-day leadership workshop for high school student leaders. The workshop will be held on the campus of Nova Southeastern University in Davie, Florida, with the evening events (Monday, Tuesday, Wednesday, and Thursday) being held on the campus of Nova High School. General sessions, small group sessions, and housing will be held in The Commons Building located at the south side of the NSU campus. All meals will be served in the Taft Center. Student leaders who attend this workshop will be given an opportunity to participate in a variety of leadership development activities that are conducted in both small and large groups.

The purpose of the camp is to give students who will hold leadership positions for the upcoming school year leadership training prior to their return to school.

Training sessions will be devoted to specific areas including but not limited to:

- A. Goals Setting
- B. Self-Awareness and Group Dynamics
- C. Parliamentary Procedure and Meeting Skills
- D. Problem Solving and Decision Making
- E. Planning, Organization, and Time Management
- F. Human Relations
- G. Communication
- H. Evaluation
- I. Ethical Decision Making

In addition, student leaders will have the opportunity to share ideas and projects, demonstrate their own unique abilities, and make friends and contacts with students from throughout the county and state.

The overall SFLTC agenda attempts to recreate the school year in microcosm for rising student leaders. Students must attend classes, participate on specific committees that perform daily tasks, and in councils that make evening presentations. They are even given a "homework" assignment in which they will be tested. Students are put under pressure to meet various deadlines none of which can be postponed or canceled.

SFLTC has an advanced track for high school students who attended SFLTC as a rising sophomore or junior and wish to obtain additional training. Students who attend the SFLTC advanced track will be given the opportunity to participate in a variety of advanced leadership activities emphasizing personal growth and experiential training.



NOVA SOUTHEASTERN UNIVERSITY
2018 Office of Residential Life and Housing Conference Contract

Name of Organization: School Board of Broward County, FL

Name of Event: South Florida Leadership Training Camp/Camp Eagle

Dates of Event: July 9-13,2018

Organization Contact Person: Jennifer T. Hamilton

Organization Address: 610 NE 13 Avenue
Pompano Beach, FL 33060

Phone Number: (754) 321-1201 Fax Number: (754) 321-1205

Email Address: jennifer.hamilton@browardschools.com

Organization Website: browardschools.com

Onsite Contact Person: same as above
 (if different than Organization Contact Person listed above)

Onsite Contact Email: same as above

Onsite Contact Office Phone: (954) 249-6179

Onsite Contact Cell Phone: (954) 249-6179

All camps must vacate the facilities by Monday, July 16, 2018 at 1:00pm

HOUSING REQUIREMENTS

Arrival Date and Time:	Staff	<u>7</u> / <u>7</u> / <u>18</u>	<u>12</u> : <u>1</u>	<input type="radio"/> a.m. <input checked="" type="radio"/> p.m.		
	Conference	<u>7</u> / <u>9</u> / <u>18</u>	<u>11</u> : <u>0</u>	<input checked="" type="radio"/> a.m. <input type="radio"/> p.m.		
Departure Date and Time:	Staff	<u>7</u> / <u>13</u> / <u>18</u>	<u>12</u> : <u>1</u>	<input type="radio"/> a.m. <input checked="" type="radio"/> p.m.		
	Conference	<u>7</u> / <u>13</u> / <u>18</u>	<u>11</u> : <u> </u>	<input checked="" type="radio"/> a.m. <input type="radio"/> p.m.		
Number of Staff:	Females	<u>50</u>	Males	<u>12</u>	Total	<u>62</u>
Number of Participants:	Females	<u>175</u>	Males	<u>75</u>	Total	<u>250</u>

NSU 2018 Housing Costs

Building	Per Person/Per Night/Without Tax
Leo Goodwin Residence Hall	\$32.00 per person/ per night
The Commons	\$32.00 per person/ per night
The Cultural Living Center	\$32.00 per person/ per night
Founders, Farquhar, & Vettel Apt	\$32.00 per person/ per night

SERVICE REQUESTS

Catering

All catering arrangements must be submitted by completing the Dining and Space Information Sheet. Please indicate any and all preferences on these forms, any preferences not indicated on these forms will not be honored. Additionally, please note that the meal count on the dining sheet is the amount your camp will be charged. Any adjustments need to be made at least four days prior to the start of your camp. Catering costs for meals in the Don Taft University Center food court are as follows:

<u>Meal</u>	<u>Cost per person/Without Tax</u>
Breakfast	\$7.00
Lunch	\$8.40
Dinner	\$9.50

Special Events and their associated costs may be coordinated through the Assistant Director of Housing Operations upon completion of the Dining and Space Information Sheet. **Contracts must be completed and signed two (2) weeks prior to the start date of the event. Upon completion of the contracts, the organization will be held responsible for the amounts specified on those contracts and NO alterations can or will be made.**

Space and Facility Reservations

For space and facility reservations, please complete the Space Request portion of the Dining and Space Information Sheet. Separate contracts and rates apply for the reservation of the Flight Deck, Miniaci Performing Arts Center, and all University Center facilities. For further information, contact Victoria Myer, Assistant Director of Housing Operations at (954) 262-7054 or vmyer@nova.edu. Approximate costs are as follows and are subject to change:

<u>Facility</u>	<u>Estimated Cost/Without Tax</u>
Miniaci Performing Arts Center	Call for pricing information
Don Taft University Center Gymnasium	\$150/hour per court; \$750/day per court
Don Taft University Center Leisure Swimming Pool	Call for pricing information
Don Taft University Center Climbing Wall	\$ 50/hour; \$ 300/day
Don Taft University Center Large Multipurpose Studio	\$ 75/hour; \$ 500/day
Don Taft University Center Small Multipurpose Studio	\$ 50/hour; \$ 200/day
Don Taft University Center Arena	Call for pricing information

****Additional charges may apply for any services outside normal operating hours.**

Audiovisual Equipment

Additional costs associated with facilities, audiovisual or technology needs will be assessed and sent to organizational contacts for approval prior to completion of the reservation. Requests for audiovisual equipment must be submitted a minimum of **two (2) weeks** prior to the start date of the event. For equipment needs not able to be met by Nova Southeastern University (NSU), the Assistant Director of Housing Operations can arrange for rental and delivery of such items. The organization will be responsible for all costs associated with any rented items. Approximate costs are as follows and are subject to change:

Portable Equipment	Estimated Hourly Rental Rate/Without Tax	Estimated Daily Rental Rate/Without Tax
Slide Projectors	\$ 10.00	\$ 40.00
Overhead Projectors	\$ 5.00	\$ 20.00
Lecterns with built-in microphones	\$ 5.00	\$ 25.00
Audio Player	\$ 10.00	\$ 20.00
Projector Screens	\$ 10.00	\$ 20.00
VHS/Monitor on cart	\$ 20.00	\$ 50.00
VGA Projector	\$ 20.00	\$ 100.00
W/Laptop Computer	\$ 20.00	\$ 100.00
Camcorder/Tripod	\$ 15.00	\$ 50.00
Laser Pointer	\$ 5.00	\$ 20.00
Microphone (per mic)	NA	\$ 20.00
Xenon Slide Projector	\$ 15.00	\$ 50.00

Standard Equipment in Auditoriums	Estimated Hourly Rental Rate/Without Tax	Estimated Daily Rental Rate/Without Tax
Hughes/JVC Video Projectors	\$ 40.00	\$ 200.00
Barco Video Projectors (Central & Hall Auditoriums)	\$ 20.00	\$ 100.00

Internet Access

Wireless internet access and registration can be provided to each camp. It is the camp/conference responsibility to ensure that camp participants/staff abide by Nova Southeastern University computer use policy which can be found at https://www.nova.edu/publications/res_living_guide/index.html#24.

Parking Passes

Parking is limited to only those areas around the residence halls. The organization assumes the responsibility for all rules and regulations specified in the Campus Safety and Traffic Handbook found online at http://www.nova.edu/publicsafety/forms/campus_safety_handbook.pdf.

Storage of Organization Owned Equipment or Materials

All arrangements for storage space must be made a minimum of **one (1) week** prior to organization's arrival and notification must be given of date, time and number of packages to be delivered. Should an organization fail to notify the Assistant Director of Housing Operations regarding delivery of packages, delivery will be refused with associated charges at the expense of the organization. NSU is not responsible for any organization owned equipment or materials and arrangements should be made for the packages to be delivered directly to the storage area and not be bulk dropped on location. Storage prices are \$30 per day per room required for storage.

DISABILITY REQUESTS

If your organization has any Americans with Disabilities Act accommodations related to your Contract, please include a separate letter providing documentation of disability or medical conditions and the accommodation(s) requested.

SERVICE and CONTRACT GUIDELINES

Once you have read the following items, please initial that you understand and will comply with the following event service guidelines:

1. By **June 13, 2018**, the organization must provide the completed Space Request portion of the Dining and Space Information Sheet with a copy of their complete schedule of events in order to ensure room and facilities reservations are accurate. Failure to do so may result in an inability to accommodate room and facilities requests. This will include the registration times and location, as well as, the earliest time guests will be arriving into their rooms.

2. By **June 13, 2018**, the organization must provide a participation count. The count should include the number of participants and staff who will reside in the assigned Residence Hall. The organization will then be held responsible for payment in full for no less than 95% of the participation count. If the organization fails to provide the participant count in writing via email then the official count on the contract will be used.
3. A tentative roster and room assignment list must be presented to the Assistant Director of Housing Operations via e-mail **two (2) weeks** prior to the start date of the event.
4. Final payment on all accounts is due within **thirty (30) days** of receipt of an itemized invoice for the event related charges, additional activities, and services provided. Checks must be made payable to **Nova Southeastern University**.
5. The organization must provide the Assistant Director of Housing Operations with two (2) copies of all brochures and promotional materials for the camp **June 13, 2018**.
6. The organization understands that in order to reserve rooms, meeting spaces, meals, etc. The following deadlines must be met.

Date	Item
6/13/18	Contract/Non-refundable deposit
6/13/18	Florida DR 14 Tax Exempt Form (Consumer's Certificate of Exemption)
6/13/18	Promotional Materials
6/13/18	Certificate of Insurance
6/13/18	Space Request/Dining Form
6/13/18	Participant Count

7. Request for additional facilities not included in this Contract are subject to availability and additional costs. Any additions or deletions must be validated and initialed by the Assistant Director of Housing Operations.
8. Groups are required to be out of the residence hall by **1:00 p.m.** on the check out date, unless otherwise noted by the Assistant Director of Housing Operations. Failure to check out by the time noted on the contract may result in an extra room night's charge. Should your group require a later check out time, please make your request directly to the Assistant Director of Housing Operations upon completion of this Contract.
9. NSU will not be required to provide any publicity, informational or general business service for the prospective organization.
10. The organization shall only use Nova Southeastern University Shark Dining catering and food services venues as the sole provider for catering and dining needs. Outside groups are not to be used for meals on the NSU campus.

11. The Assistant Director of Housing Operations can provide signage indicating to camp guests where they are to go when arriving on campus. Costs may vary depending on size, design, color, etc. Only signs approved by the Assistant Director of Housing Operations may be posted on campus.
12. The Assistant Director of Housing Operations or designated staff member must be allowed to hold introduction and ground rules meeting with all occupants within 24 hours of check-in.
13. The organization must provide one supervisor for every fifty (50) adult persons in attendance, and one supervisor for every twenty-five (25) students; unless NSU determines that a particular group requires additional supervision (i.e. lifeguards when pool is utilized).
14. The organizational staff and supervisors shall at all times be present in assigned Residence Hall when any of the occupants are in the Hall.
15. Subtotals on all charges are subject to Florida's 6% sales tax rate and any other state and local tax, including an additional 5% Tourist Development tax on sleeping accommodations. If an organization is exempt from the payment of taxes in the State of Florida, then the organization shall submit a certificate or its equivalent evidencing such exemption.
16. Only employees of Organization shall come onto NSU's premises in connection with this contract. Consequently, Organization shall not engage any subcontractor to perform Organization's services in connection with this contract.
17. **BACKGROUND CHECKS.** Every contractor employee and subcontractor employee to be assigned to NSU in connection with the performance of Services shall undergo a Level 2 background screening at the Contractor's sole expense. The background check shall include, but not be limited to, live/scan fingerprinting, a search of Florida State and local criminal records, and if applicable, juvenile records, and a search of federal criminal records through the Federal Bureau of Investigation. The company performing the background checks for the Contractor shall be subject to the written approval of NSU's Office of Human Resources. **The background check report is satisfactory if it:**
 1. Verifies the Social Security Number;
 2. Contains a criminal search which does not reveal any job related criminal convictions (including no contest and deferred adjudications);
 3. Contains a violent sexual offender and predator registry search and confirms that the individual is not listed as a sexual offender or predator; and
 4. Confirms no adverse information in a Department of Motor Vehicle Driving History (this item only being applicable based on the contractor employee's and/or subcontractor employee's responsibilities).

NSU reserves the right to broaden the background search categories for contractor employees and/or subcontractor employees. Contractor shall comply with NSU's background screening process, and is also obligated to have each contractor employee and/or subcontractor employee rescreened and undergo a Level 2 background screening every five (5) years, or more frequently as required by law. NSU will not allow any contractor employee and/or subcontractor employee whose background check report is not satisfactory in all respects, to be assigned to work on NSU properties. For cause, whether with respect to the results of background checks or otherwise, as determined by NSU in its sole discretion, NSU may request Contractor to replace any contractor employee and/or subcontractor employee with another employee. Contractor employees and subcontractor employees must immediately notify their supervisor of any conviction occurring post-background screen, and the Contractor, in turn must immediately notify NSU.

RULES, REGULATIONS, AND POLICIES

1. The organization requesting use of NSU's Residence Hall must and shall ensure that the organization and all occupants of the assigned Residence Hall comply with and observe all the rules, regulations, and policies stated herein and available online at https://www.nova.edu/publications/res_living_guide/index.html. Organization covenants and agrees that Organization shall comply with, and shall ensure that its employees comply with, all applicable laws, regulations, ordinances, and codes in connection with this Contract. Organization shall comply with all applicable NSU policies, procedures, rules, and regulations provided or made available to Organization, and shall ensure that its employees comply with the same.
2. NSU is a smoke-free campus. Smoking is not allowed in the residence halls or on any other NSU property.
3. Alcoholic beverages may not be brought into the residence halls or on any other NSU property.
4. Firearms or any item considered to be a weapon is not to be brought into the residence hall or any NSU property.
5. Outside security services is not permitted in the residence hall while the camp/conference is in session. If the organization needs additional security while on campus they can coordinate with the Assistant Director of Housing Operations and the office of Public Safety to secure additional security staff. The organization is responsible for the fees associated with securing additional security services.
6. The possession, promotion, distribution, use, or sale of illegal substances is a violation of NSU policy. This includes the trafficking and serving of substances represented as drugs to other persons. This also includes paraphernalia for illegal drug use.
7. No alteration, damage or removal of NSU property from the rooms or common areas should occur. Any changes to set-up will result in a \$10.00 per hour charge for reset and/or cost of replacement. Organizations may be assessed a financial

charge of \$100.00 per occurrence if their participants move furniture out of the rooms.

8. The organization shall not discriminate against any person or group based on race, gender, sexual orientation, religion, nationality or creed.
9. The organization is financially responsible for any extraordinary housekeeping charges incurred by NSU. NSU will determine when extraordinary housekeeping charges are appropriate.
10. NSU staff members have the right to inspect the rooms and all other areas in the assigned Residence Hall at any time.
11. The organization agrees that it shall be solely responsible for the safety and welfare of its employees, agents, students, contractors, members, and guests. To the extent permitted by law, the organization agrees to indemnify, defend and hold NSU harmless from any action, claim, damage, loss, liability judgment, cost or expense (including, without limitation, reasonable attorney's fees) asserted against or incurred by NSU, in whole or in part, arising out of, resulting from or in any way connected with a breach of this contract by the organization or the activities of the organization, its agents, employees, students, campers, contractors, members or guests on, about, or around any of NSU's facilities or other parts of NSU's premises. Nothing herein is intended to serve as a waiver of sovereign immunity by the organization of any rights or limits to liability existing under Section 768.28, Florida Statutes. The provisions of this paragraph shall survive the expiration or termination of this Contract.
12. NSU assumes no risk hereunder, and as a consideration of this Contract, the organization expressly releases NSU of, and from, any and all liability for any damage, injury or loss to any person or the property of any person or of the organization.
13. The organization will provide, at the organization's own cost and expense, the following insurance policies: (i) Commercial General Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for death, bodily injury, personal injury and property damage, including, without limitation, personal injury, contractual liability, product and completed operations and sexual abuse/molestation, (ii) If automobiles will be used during the camp, Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for death, bodily injury and property damage, covering any automobile or other vehicle including, without limitation, owned, non-owned, leased and hired vehicles, (iii) Workers' Compensation insurance covering all persons whom organization may employ directly or through subcontractors in carrying out the work called for in accordance with the Workers' Compensation insurance laws of the State of Florida. Employers' Liability insurance in an amount not less than One Million Dollars (\$1,000,000). Such insurance shall designate the organization as the insured and shall be primary over any other liability policy available to NSU. Furthermore, the organization shall name "Nova Southeastern University, Inc.", its trustees, officers, agents and

employees as additional insured under its Commercial General Liability and Automobile Liability policies.

14. For example, the certificate holders box should read as follows:

**Nova Southeastern University, Inc., its trustees,
officers, agents and employees
3301 College Avenue
Ft. Lauderdale, FL 33314**

Evidence of such coverages shall be submitted by June 13, 2018 for use of the assigned Residence Hall and other NSU property. This evidence of coverage shall be in the form of a "Certificate of Insurance" issued in form and by a company, which is acceptable to NSU. Additional coverage may be requested for use of the University Center or other NSU facilities. Organization shall provide NSU with thirty (30) days prior written notice with respect to any cancellation of or reduction or other material change in coverage.

15. Windows should be kept closed or a \$50.00 charge per occurrence will be assessed.

16. The organization will be assessed a charge of \$75.00 per lost key and \$25.00 per lost access card after check-out. No organization may mail in or drop off lost keys/cards for charge reversal.

17. No one shall behave in a manner that harasses any other person or further serves to disrupt the peace and/or comfort of other occupants. This includes, but is not limited to:

- a. Any words or acts, whether intentional, unintentional, negligent, or as a product of disregard for the safety, rights, or welfare of others, which can cause physical or emotional harm, or which intimidate, degrade, demean, threaten, haze or otherwise interfere with another person's right to comfort.
- b. Loud or aggressive behavior which disrupts the orderly functioning of NSU or any member of the NSU community.
- c. Any conduct or action that constitutes a threat to the health or safety of the NSU community or those occupants in assigned Residence Hall.

18. Occupants shall at all times be responsible for the conduct of their guests, in connection therewith; the organization shall also be responsible for the conduct of all guests.

19. No pets or animals of any kind are allowed within any residence hall.

20. No family housing is available at this time and children are not permitted to stay overnight in the residence halls at Nova Southeastern University.

21. The organization and occupants shall comply with all directives and requests of a NSU representative acting in the performance of his/her duties.

22. No one shall enter, or attempt to enter, any room, building, motor vehicle, or other form of property without proper authorization or consent from NSU.
23. No fire alarm shall be unnecessarily set off. Anyone found tampering with fire extinguishers or alarm equipment, blocking fire exits, or impeding traffic flow in any other manner will be subject to a \$500.00 fine.
24. The following items shall not be brought into rooms or into the common areas of the assigned Residence Hall: barbecue grills, multi-outlet electrical plugs, candles, incense or other open flame items, non-approved extension cords, halogen lamps, combustible materials, gasoline, or flammable petroleum powered vehicles.
25. Lounges, study rooms, reception lobbies, and other common areas are provided for the comfort and convenience of all participants. Furnishings in outside and inside common areas may not be removed from those areas. Participants, who take these items to their rooms or elsewhere, on or off campus, are subject to a \$100.00 fine. Charges for loss or damages not able to be assessed to a particular individual will be charged to the participating organization.

Charges for broken lounge furniture will result in the following fines to the organization's account:

Single Seat Lounge Couch	\$949.00
Double Seat Lounge Couch	\$1417.00
Three Seat Lounge Couch	\$1883.00
End Table or Coffee Table	\$250.00
Desk	\$588.00
Desk Chair	\$125.00
Outside Lounge Furniture	\$1000.00

Organizations who are identified as being responsible for damages to residence hall furnishings, structures, or equipment will be charged the appropriate labor, material, and administrative costs necessary to reimburse the Office of Residential Life and Housing for the expenses involved. Below is a listing of costs for various damages:

Entrance Door to Room	\$500.00
Cleaning of Damaged Rugs	\$100.00
Replacement of Window	\$136.00
Painting/Patching per Wall	\$200.00
Extra Cleaning of Rooms	\$100.00
Missing Screens	\$50.00
Trash Can	\$15.00
Tampering with AC Unit	\$200.00
Towel Rack	\$50.00
Room Door-Tag	\$50.00
Adjustable Bed	\$377.00
Mattress	\$100.00
Blinds	\$125.00
Dresser	\$739.00
Desk	\$588.00

Desk or Kitchen Chair	\$125.00
De-Flea	\$100.00
Interior Room Door	\$250.00
Burn Stains	\$100.00
Exit Signs	\$50.00
Refrigerators	\$250.00
Stoves	\$250.00
Cabinets	\$125.00
Kitchen Table	\$525.00
Single Seat Lounge Couch	\$949.00
Double Seat Lounge Couch	\$1417.00
Three Seat Lounge Couch	\$1883.00
End Table or Coffee Table	\$250.00
Community Cabinets	\$500.00
Security Cameras	\$250.00

These charges, however, may vary due to unforeseeable changes in the price of materials and labor. Other damages to the assigned Residence Hall shall be charged according to cost of repair or replacement.

26. The following procedures must be followed in case of fire:

When a fire alarm is sounded, evacuate the assigned Residence Hall immediately and close the door when leaving the room. Do not take the elevator – you may get caught in a power outage. There are stairwells located in each residence hall to assist with emergency evacuation. When outside of the Residence Hall, remember to make your way to the designated assembly point and do not interfere with the Town of Davie Fire Department, Town of Davie Police, and any other authorities.

27. The procedures in the NSU Campus Safety and Traffic Handbook, available online at http://www.nova.edu/publicsafety/forms/campus_safety_handbook.pdf , must be complied with if a Hurricane Warning and/or other severe weather conditions are declared by the U.S. Weather Bureau.

28. NSU is not liable for any loss or damage to the organization's and/or the occupants' property while on NSU's premises.

29. Organization shall remove, at NSU's request, or NSU shall have the right to remove any person(s) without refund that NSU, in its sole discretion, deems disruptive, rowdy, disorderly or if such person violates any of these rules and regulations.

29. The organization shall be liable for the acts or omissions of its occupants of the assigned Residence Hall and their guests and for their failure or the organization's failure to comply with any of the terms, conditions, rules, regulations, policies, or procedures contained in this Contract.

30. This Contract shall be governed by, enforced and construed in accordance with the laws of the State of Florida. With respect to any action instituted by either party relating to this Contract, the parties accept the exclusive jurisdiction of the courts of

the State of Florida, and agree that venue shall lie exclusively in Broward County, Florida.

31. The organization may not assign its interest in this Contract, nor any of its rights or obligations herein, without the prior written consent of NSU. No consent shall be required from the organization for NSU to make any such assignment.
32. If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, then all other provisions shall remain valid and enforceable to the maximum extent permitted by law.
33. This Contract shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties.
34. This Contract represents the entire understanding of the parties with respect to the matters covered herein, and supersedes all prior written and oral agreements, discussions, negotiations, and representations. This Contract may only be altered, amended or modified by a written instrument duly executed by the parties.
35. NSU shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Contract because of race, age, religion, gender, national origin, marital status, disability or sexual origin.
36. Each person by signing this Contract on behalf of either party individually warrants the he or she has full legal power to execute this Contract on behalf of the party whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.
37. Except with respect to Organization's payment obligations, neither party shall be considered in breach of this Agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, but not by a party's own employees, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.
38. SBBC has delegated authority to the Broward County Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
39. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.
40. SBBC shall provide NSU with a list of the names of all students that will attend the South Florida Leadership Training Camp. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC

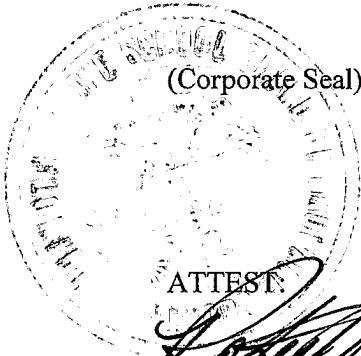
and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

41. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES ARE ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officers, on the dates set forth below.

FOR SBBC



(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

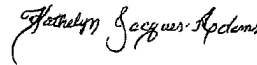
By 
Nora Rupert, Chair

ATTEST:



Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: Nova Southeastern University, Inc.
Date: 2018.05.25 15:26:45 -04'00'

Office of the General Counsel

Please sign and return this contract to:

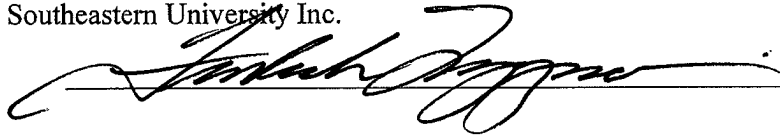
Victoria Myer
Assistant Director for Housing Operations
Office of Residential Life and Housing
The Commons (Room 117B)

3625 College Avenue
Ft. Lauderdale, FL 33314

A signed copy will be returned to the address listed on the first page.

Nova Southeastern University Inc.

By:



Print Name: Dr. Frederick Lippman

Title: Interim Executive Vice President and COO

Date: 6/29/18

APPROVED AS TO LEGAL FORM

Signature:



Print Name: Eric R. Huot; Legal Affairs

APPROVED AS TO BUSINESS CONTENT

Signature:



Print Name: Brad Williams; Student Affairs