

INTERAGENCY AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17
(hereinafter referred to as "DJJ")
whose principal place of business is
2928A North State Road 7, Lauderdale Lakes, Florida 33311

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
(hereinafter referred to as "DCF") whose principal place of business is
1400 West Commercial Boulevard, 2nd Floor, Fort Lauderdale, FL 33309

WHEREAS, Section 1003.27(4) Florida Statutes, requires that DJJ, DCF and SBBC to enter into a cooperative Interagency Agreement that clearly defines each department’s role, responsibility, and function in working with habitual truants and their families, identifies and implements measures to resolve and reduce truant behavior, addresses issues of streamlining service delivery, the appropriateness of legal intervention, case management, the role and responsibility of the case staffing committee, student and parental intervention and involvement, and community action plans, delineates timeframes for implementation and identifies a mechanism for reporting results by the circuit juvenile justice manager or the circuit manager’s designee and the district school superintendent or the superintendent’s designee to the Department of Juvenile Justice and the Department of Education and other governmental entities as needed and designates which agency is responsible for each of the intervention steps in this section, to yield more effective and efficient intervention services; and

WHEREAS, Broward County, Florida is a single County within the jurisdiction of DJJ Circuit 17; and

WHEREAS, the parties recognize that a combined and coordinated effort is necessary to share information about children in need of services/families in need of services and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); and Chapter 985, Florida Statutes, and Sections 984.151 and 1003.27(4), Florida Statutes; and

WHEREAS, the parties have developed this Interagency Agreement to encourage cooperation and collaboration among those agencies providing services to youth in Broward County, Florida.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of both parties and conclude on June 30, 2021.

2.02 **Enabling Legislation**.

All parties mutually agree to comply with all applicable federal and state laws and administrative rules including, without limitation:

- (a) Section 1002.22(2), Florida Statutes, - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
- (b) Section 1002.221, Florida Statutes, K-12 Education Records, public records exemption;
- (c) The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g;;
- (d) Title 34 CFR Part 99 - Family Educational Rights and Privacy Act Regulations;
- (e) Section 984.151 Florida Statutes - Truancy petition, prosecution, disposition;
- (f) Section 984.03(25), Florida Statutes - Child in need of services, Families in need of services and
- (g) Section 1003.27(4), Florida Statutes – Court Procedure and penalties.

2.03 **Centralized Intake**. A single point of contact shall be established by SBBC, DJJ, and DCF to facilitate interagency communication under this Agreement and to streamline the referral process.

2.04 **CINS/FINS (Children In Need of Services/ Families In Need of Services)**. DJJ has funded The Florida Network of Youth and Family Services, Inc. which includes Lutheran Services Florida, Inc., and Mount Bethel Church Human Services Corporation, Inc. (collectively referred to herein as “DJJ through its CINS/FINS Providers”) each of which provide contracted services for DJJ including case management and other services for students identified as truant, ungovernable, runaway, homeless, and or at risk of entering the dependency or delinquency

system. DJJ hereby designates each of the CINS/FINS Providers as its authorized representatives to have access to information that may be provided to DJJ under this Interagency Agreement. DJJ shall take full responsibility, which includes, but is not limited to, any and all liability for its CINS/FINS Providers for any and all acts that they perform under this Agreement.

2.05 SBBC Disclosure of Education Records.

(a) Purpose: DJJ and DCF are the governing entities supervising the work of the CINS/FINS Providers who operationalize and manage the daily intervention work with the students and their families. SBBC will disclose the records listed in this section to DJJ and DCF to facilitate quality assurance meetings and data reviews, to inform the refinement of additional targeted services, and to facilitate referrals to the CINS/FINS providers.

(b) SBBC will provide the following education records to DJJ and DCF:

- 1) Demographics
- 2) Attendance Summary
- 3) Academic History
- 4) Discipline History
- 5) Current Schedule
- 6) Current Grades
- 7) Graduation Status

(c) SBBC shall obtain written consent from the parent/guardian or student age 18 or over prior to disclosing information from education records to DJJ and DCF.

2.06 DJJ and DCF Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, DJJ and DCF shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees who require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900

(Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) DJJ and DCF shall, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **Providers.** Should DJJ and DCF enter into a subcontract with a Provider(s) to fulfill its responsibilities of implementing the Programs under this Agreement, then DJJ and DCF shall:

(a) Give each Provider solely the specific education record(s) of the students that the Provider is subcontracted to service.

(b) Add the following provisions to the subcontract Agreement between DJJ and DCF and the Provider(s):

DJJ and DCF Confidentiality of Education Records.

a) Notwithstanding any provision to the contrary within this Agreement, DJJ and DCF shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part

99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees who require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

c) DJJ and DCF shall, 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,

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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

(c) Provide SBBC with a copy of same subcontract agreement(s).

2.08 **Inspection of DJJ and DCF's Records by SBBC.** DJJ and DCF shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of DJJ and DCF's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to DJJ and DCF's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to DJJ and DCF pursuant to this Agreement. SBBC's agent or its authorized representative shall provide DJJ and DCF with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the DJJ and DCF's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. DJJ and DCF shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Presentations and Training.** All parties agree to provide and attend presentations/trainings regarding youth related issues when requested and feasible.

2.10 **Referrals.** DJJ through its CINS/FINS Providers agree to accept referrals from School Social Workers on youth / families as outlined in Section 984.03, Florida Statutes. DJJ through its CINS/FINS Providers shall respond to the referral source within fourteen (14) days of the referral as well as a monthly report. In the event that the family is either uncooperative or inaccessible, DJJ through its CINS/FINS Providers shall follow-up with the referral source prior to closing the referral. DJJ through its CINS/FINS Providers shall obtain parental/guardian consent to share with the referral source upon receipt of the referral.

2.11 **Case Management.** DJJ through its CINS/FINS Providers shall to provide case management for participating students and/or families.

2.12 **Service/Treatment Plan.** DJJ through its CINS/FINS Providers shall develop a service/treatment plan for each referred student, that delineates timelines and treatment goals.

DJJ through its CINS/FINS Providers shall share individual specific plans upon request of the referral source.

2.13 **Staffings.** The parties shall agree to convene, communicate, notify the referral source and participate, when applicable, in all scheduled Case Staffing Committee meetings when the youth has not made satisfactory progress. The committee may be comprised of representatives from multidisciplinary agencies including but not limited to representatives from CINS/FINS providers, community agencies involved in the service/treatment plan, SBBC, the child, family, and any other involved parties. The purpose of the meeting is to view the child and family holistically, identify child and family needs, match and offer resources available within the broader community, and specifically address barriers to compliance. When all interventions have not been fruitful, legal intervention may be appropriate.

2.14 **Procedural Manual.** Each party agrees to collaborate in the development of a procedural manual that will specify each party's role in implementing any and all requirements under the terms of this Interagency Agreement.

2.15 **Annual Review.** Each party agrees to hold an annual meeting to review the procedural manual in order to address ways to improve the effectiveness of this Interagency Agreement.

2.16 **Information System Interfaces.** SBBC, DJJ and the CINS/FINS Providers identified in 2.03 shall provide technical assistance for interfacing their information systems with those of other agencies as permitted under this Interagency Agreement. SBBC, DJJ and the CINS/FINS Providers identified in 2.04 will participate in a work group to manage, review and evaluate the sharing of information between them.

2.17 **Disputes.** Any disputes arising under this Interagency Agreement shall be addressed through the following measures:

(a) Staff from the grieving party shall prepare a written dispute statement which identifies the conflict, any proposed action and a summary of the factual, legal and policy grounds for the grieving party's position upon the dispute. Copies of the written dispute statement shall be provided by the grieving party to with whom the dispute exists;

(b) Within forty-five (45) days of receipt of a written dispute statement, staff from the receiving party will send to the grieving party a written dispute response which includes a summary of the receiving party's factual, legal and policy grounds for its position upon the dispute and any proposed solutions upon the matter;

(c) If a resolution of the dispute is achieved, a joint communiqué setting forth the resolution shall be mutually developed by staff of each party and disseminated by a representative from each party; and

(d) If no amicable resolution of the dispute can be achieved, the parties may pursue any available legal remedies; and

(e) Nothing herein shall preclude a party from exercising its authority to terminate this Interagency Agreement with or without cause pursuant to Section 2.18.

2.18 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

- To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
- With a Copy to: Executive Director, Student Support Initiatives
The School Board of Broward County, Florida
1400 NW 14 Court
Fort Lauderdale, Florida 33311
- To DJJ: Cassandra Evans
Chief Probation Officer
Florida Department of Juvenile Justice
5070 Coconut Creek Parkway
Margate, Florida 33063
- To DCF: Dawn Liberta
Circuit 17, County Community Development Administrator
State of Florida Department of Children and Families
1400 West Commercial Boulevard, Room 210G
Fort Lauderdale, Florida 33309

2.19 **Background Screening.** DJJ and DCF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of DJJ and DCF or its personnel providing any services under the conditions described in the previous sentence. DJJ and DCF shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to DJJ and DCF and its personnel. The parties

agree that the failure of DJJ and DCF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, DJJ and DCF agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from DJJ and DCF's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or DJJ and DCF of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.20 **Public Records.** 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.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.21 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.22 **Insurance Requirements.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.23 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.24 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.25 **Excess Funds.** 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.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized

in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction

of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

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: Florida Department of Juvenile Justice,
Circuit 17 and Florida Department of Children
and Families - Interagency Agreement
Date: 2018.10.30 14:40:13 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR DJJ

(Corporate Seal)

THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of
_____, on behalf of the corporation/agency.

Name of Corporation or Agency

Name of Person

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR DCF

(Corporate Seal)

THE FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person
_____, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.