

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

THE HUMANE SOCIETY OF BROWARD COUNTY, INC.
(hereinafter referred to as “Humane Society”),
whose principal place of business is
2070 Griffin Road
Fort Lauderdale, Florida 33312

WHEREAS, SBBC is conducting educational programs through Agriculture Science Education for the purpose of providing skilled workers for the Veterinary Assisting field of service; and

WHEREAS, the Humane Society has the clinical facilities necessary to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community.

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 **Program Purpose.** The education of the student shall be the primary purpose of the programs.

2.02 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall begin upon the execution of both parties and shall conclude on August 15, 2022.

2.03 **Instruction and Curriculum.** SBBC shall be responsible, as its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures. All faculty provided by SBBC shall be duly licensed, certified or otherwise qualified to participate in the program. Neither SBBC or any participating student or faculty member shall interface with or adversely affect the Humane Society's operations or the Society's provision of services.

2.04 **Substitute Instructors.** SBBC shall, at this sole expense, provide substitute instructors certified for Agriculture Science Education in the event of teacher absence.

2.05 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with the Humane Society by telephone at any given time during which students are on the Humane Society's premises without supervision by an instructor.

2.06 **Course Materials.** Upon request, SBBC shall provide the Humane Society copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.07 **Educational Plan.** SBBC faculty will prepare an educational plan in conjunction with Humane Society staff prior to the placement of students with the Humane Society. The educational plan will be applicable to all students participating in the Humane Society experience. The faculty shall be responsible for maintaining cooperative relationships with Humane Society staff. The Humane Society shall provide opportunities for participating students to observe and assist in various aspects of animal care. No student identifiable information will be disclosed by SBBC for this plan.

2.08 **Student Evaluation.** Upon the request of SBBC, the Humane Society shall assist in the evaluation of student performance. As requested, the Humane Society will provide feedback of student activity to SBBC. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. The Humane Society shall be responsible at all times for animal care.

2.09 **Number of Assigned Students.** SBBC and the Humane Society agree that the determination of the number of students to be assigned to the Humane Society shall be at the discretion of the Humane Society, based on a variety of factors, including, but not limited to, staff and space availability.

2.10 **Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on the Humane Society's premises.

2.11 **Students are Not Humane Society Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers

of the Humane Society. Students shall be considered employees, servants, agents, or volunteers of SBBC.

2.12 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the Humane Society as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Humane Society's staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

2.13 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the Humane Society does not meet the professional educational requirements and standards of SBBC. The Humane Society reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet the professional or other requirements, qualifications and standards of the Humane Society as determined by the Humane Society, following collaboration with SBBC personnel. The Humane Society reserves the right to immediately remove from its premises any student who behaves unprofessionally or poses an immediate threat or danger to animals or personnel or to the quality of services. However, the parties agree that only SBBC can dismiss a student from program participation.

2.14 **Infectious Diseases and Student Immunizations.** SBBC shall advise students of the risk of infectious diseases and that the Humane Society is not responsible for exposure to infectious diseases. SBBC shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis, SBBC shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. After receiving the consent from the parent/guardian, SBBC will be giving the following information to the Humane Society: student's first name, student's last name, name of school, student's grade level, a confirmation of the student's immunization records, and the Veterinary Assisting courses the students have completed.

2.15 **Personal Property.** The Humane Society shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.16 **Participant's Medical Care.** SBBC and/or the students participating in the program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at the Humane Society's premises. In no event shall the Humane Society be financially or otherwise responsible for said medical care and treatment.

2.17 **Humane Society Accreditation/Licensure.** The Humane Society shall provide proof of its accreditation/licensure status to SBBC prior to its execution of this Agreement.

2.18 **Professional Liability Insurance Coverage.** SBBC shall provide the Humane Society proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for each student and faculty member. Students shall be required to be covered by their own health or accident insurance.

2.19 **SBBC Disclosure of Education Records.**

(a) The purpose of disclosing education records is for the students to be able to participate in the Humane Society program.

(b) SBBC will provide the Humane Society with the following education records: student's first name, student's last name, name of school, student's grade level, and a confirmation of immunization records, and the Veterinary Assisting courses the students have completed.

(c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records listed in this section.

2.20 **Humane Society Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Humane Society 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 that 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 safety 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 any 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) Humane Society 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.

2.21 **Inspection of Humane Society's Records by SBBC.** Humane Society shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Humane Society's applicable 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's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of *Humane Society* directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Humane Society's records from the effective date of this Agreement, for the duration of the term of this 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 Humane Society pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Humane Society reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to Humane Society's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by Humane Society to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any Humane Society's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Humane Society in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Humane Society. If the audit discloses billings or charges to which Humane Society is not contractually entitled, Humane Society shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, Humane Society shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to

as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Humane Society to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees’ costs from amounts payable by SBBC to Humane Society pursuant to this Agreement and such excluded costs shall become the liability of Humane Society.

(g) Inspector General Audits. Humane Society 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.

2.22 **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: Director
Career, Technical, Adult and Community Education
The School Board of Broward County, Florida
1701 NW 23rd Avenue
Fort Lauderdale, FL 33311

And a Copy to: Curriculum Supervisor
Agriculture & Health Science Education
1701 NW 23rd Avenue
Fort Lauderdale, FL 33311

And a Copy to: Education Director
The Humane Society of Broward County
2070 Griffin Road
Fort Lauderdale, FL 33312

2.23 **Background Screening.** Humane Society shall 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 Humane Society or its personnel providing any services under the conditions described in the previous sentence. Humane Society 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 Humane Society and its

personnel. The parties agree that the failure of Humane Society 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. Humane Society 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 Humane Society's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.24 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Humane Society shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Humane Society shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Humane Society shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Humane Society does not transfer the public records to SBBC. Upon completion of the Agreement, Humane Society shall transfer, at no cost, to SBBC all public records in possession of Humane Society or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Humane Society transfers all public records to SBBC upon completion of the Agreement, Humane Society shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Humane Society keeps and maintains public records upon completion of the Agreement, Humane Society shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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.

2.25 **Liability.** 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.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

(b) By Humane Society: Humane Society agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Humane Society, its agents, servants or employees; the equipment of Humane Society, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Humane Society or the negligence of Humane Society's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Humane Society, SBBC or otherwise.

2.26 **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.

2.27 **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 **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.

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 **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.

3.07 **Public Records.** 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 contract 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.

3.08 **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.

3.09 **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.

3.10 **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.

3.11 **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.

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

3.13 **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.

3.14 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.15 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **Contract 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.

3.23 **School Board Policies.** Humane Society agrees to comply with all School Board Policies, local, state, and federal laws.

3.24 **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.

3.25 **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 _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR HUMANE SOCIETY

(Corporate Seal)

The Humane Society of Broward County, Inc.

ATTEST:

By Caroline Crane

_____, Secretary

-or-

Daphne Feldman
Witness

Judith Betancourt
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 Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of July, 2019 by Caroline Crane of

The Humane Society of Broward County, Inc. 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:

Lorna Smith Inge
Signature - Notary Public

LORNA Smith Inge
Printed Name of Notary

903292
Notary's Commission No.

(SEAL)



EXHIBIT A

RELEASE AND WAIVER FOR MINOR CHILD

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO SECTION 744.301, FLORIDA STATUTES.

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY.

YOU ARE AGREEING THAT EVEN IF THE HUMANE SOCIETY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE HUMANE SOCIETY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE HUMANE SOCIETY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

In consideration of the Humane Society granting my child permission to participate in The School Board of Broward County, Florida's Humane Society program, I _____, (parent/guardian) give permission for my minor child, _____, to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I, both individually and in the representative capacity of my child, agree to unconditionally release, waive, and discharge the Humane Society, its Commission members, employees, agents, and servants, all hereafter referred to as "releasees", from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own and/or my minor child's actions or involvement with the Humane Society, and/or the above listed educational programs.

I certify and warrant that my minor child is in good health and physical condition and is able to participate in the above activity.

Additionally, I agree that my minor child will adhere to all applicable rules and regulations of the Humane Society.

I have carefully read the foregoing release and waiver, including the statutory notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver, and I am signing this Release and Waiver as my own free act.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____, 20__.

By: _____
(Signature of Parent/Guardian)

By: _____
(Printed Name of Parent/Guardian)

WITNESS: _____
(Signature of Witness)

(Printed Name of Witness)

EXHIBIT B

RELEASE AND WAIVER

I, _____, in consideration for being allowed to enroll and participate in the School Board of Broward County’s Humane Society program, hereby agree to sign this Release and Waiver.

Accordingly, I agree to unconditionally release, waive, and discharge the Humane Society, its Commission members, employees, agents, and servants, all hereafter referred to as “releasees”, from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own actions or involvement with the Humane Society, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and is able to participate in the above activity.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS RELEASE AND WAIVER AS MY OWN FREE ACT.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____, 20__.

By: _____
(Signature of Parent/Guardian)

By: _____
(Printed Name of Parent/Guardian)

I have asked the Participant if he/she understood what is being signed.

WITNESS: _____
(Signature of Witness)

(Printed Name of Witness)

EXHIBIT C

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida (“SBBC”) and the Humane Society, to keep confidential any information regarding City patients, as well as all confidential information of Humane Society. This includes all Protected Health Information (PHI). PHI is information which relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI may be in oral (verbal), written, electronic (i.e. computer transmission, faxes) or any other form or medium. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of the Humane Society, except as required by law or as authorized by the Humane Society. The undersigned agrees to comply with any patient information privacy policies and procedures of School and the Humane Society. The undersigned acknowledges its responsibility as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and agrees to comply with all of the requirements as contained in HIPAA.

Dated this _____ day of _____, 20_____.

PROGRAM PARTICIPANT/FACULTY:

SIGNATURE

PRINT NAME

WITNESS