



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

FF-2.

MEETING DATE: 2020-02-04 10:05 - School Board Operational Meeting

AGENDA ITEM: ITEMS

CATEGORY: FF. OFFICE OF ACADEMICS

DEPARTMENT: Student Support Initiatives & Recovery

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

TITLE:

Agreement with the Volunteer Action Center of Broward County, Inc. d/b/a HandsOn Broward

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida, and the Volunteer Action Center of Broward County, d/b/a HandsOn Broward for school-based service projects across the district to support A Day of Service and Love on February 14, 2020. The term of this Agreement shall commence upon the execution of both parties and conclude on March 31, 2020.

SUMMARY EXPLANATION AND BACKGROUND:

The District will use the services of HandsOn Broward to provide volunteer management consultation services and technical assistance to more than 200 schools throughout the district to support A Day of Service and Love on February 14, 2020, in commemoration of the Marjory Stoneman Douglas High School tragedy. The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The financial impact is \$75,932. \$50,000 will come from the School Emergency Response to Violence (SERV) grant. \$15,000 from Volunteer Florida (Volunteer Generation Fund), \$10,932 will come from the General Fund.

EXHIBITS: (List)

(1) Executive Summary (2) VACofBroward_dba_HOB Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Antoine L. Hickman, Chief Officer, Student Support Initiatives & Recovery Phone: 754-321-1660

Name: Philip C. Harris, Program Manager, Student Support Initiatives & Recovery Phone: 754-321-1660

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

Antoine Hickman- Chief Student Support Initiatives & Recovery Officer

Signature

Antoine L. Hickman
 1/28/2020, 9:53:46 AM

Approved In Open Board Meeting On:

FEB 04 2020

By:

Donna Ken
 School Board Chair

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ ALH/PCH:ll

EXECUTIVE SUMMARY

Recovery Program	A Day of Service and Love, Commemoration of the Marjory Stoneman Douglas High School
Type of Contract	Professional Services Agreement
Project Consultant	Volunteer Action Center Of Broward County, Inc. D/B/A Hands On Broward
Funds Requested	\$75,932.00
Managing Department/School	Student Support Initiatives & Recovery (SSI&R)
Source of Additional Information	Dr. Antoine L. Hickman, Chief Officer Student Support Initiatives & Recovery Division
Project Description	<p>Approaching the two-year mark of the Marjory Stoneman Douglas (MSD) tragedy, the School Board of Broward County (SBBC) is committed to provide continuing support to our students, staff, families, and communities. Following the lead of MSD High School, SBBC has adopted the idea of engaging in A Day of Service and Love across the district. This project will improve community resiliency through various school and community-based service projects. Skills-based volunteers will build awareness, engagement, and connections during times of disaster recovery; create significant reflection and service opportunities; raise visibility of mental health needs within our community; grow the network of community partners; link communities with information, resources, and opportunities for ongoing service, and encourage stronger civic engagement.</p> <p>Board approval of the Professional Services Agreement between The School Board of Broward County, Florida and Volunteer Action Center Of Broward County, Inc. D/B/A Hands On Broward is being requested for consultation and technical assistance to the SBBC throughout the district, including all district schools; to provide project supplies and project toolkits designed to assist project leaders with the coordination of their volunteer service projects. The project toolkits shall include, but will not be limited to, an outline, project plans, resources, and tools for staff and students.</p> <p>Hands On Broward will encourage a stronger civil society and bring individuals closer through meaningful, responsive skills-based volunteering. Volunteers will ultimately become community models of how to build awareness, encourage engagement, and enhance connections during a time of personal tragedy or loss.</p>
Evaluation Plan	BCPS, in collaboration with Hands On Broward, will recruit 400 skills-based volunteers of varying ages to serve at least 3,000 hours throughout the 2019-2020 school year.
Research Methodology	Several studies have shown evidence that volunteers can be significant resources in helping create a supportive and welcoming environment at schools and facilitating students' behavior and performance. As positive role models and student motivators, volunteers have contributed to better school attendance, improved grades and test scores, matriculation, less misbehavior, better social skills, reduced drop out, graduation increase, and postsecondary outcomes. Recent studies also reveal that when adult volunteers are present, students see that adults take school and education seriously and respect learning. Their involvement promotes positive attitudes toward school. Extrapolating from a wide range of research, it seems safe to conclude that volunteers can be a valuable asset in enhancing a school's efforts to support learning and teaching.
Alignment with Strategic Plan	This program aligns with District Strategic Plan Goal 1: High-Quality Instruction (Connection to School) and District Strategic Plan Goal 3: Effective Communication (Community Partnerships) as student achievement and engagement increase through community involvement and volunteerism in schools.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 4th day of February, 2020, 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

VOLUNTEER ACTION CENTER OF BROWARD COUNTY, INC.
D/B/A HANDS ON BROWARD ("Consultant")
A Broward County non-profit organization
5815-A North Andrews Way
Fort Lauderdale, Florida 33309

WHEREAS, the SBBC is in need of Volunteer Management Consultation Services for A Day of Service and Love on February 14, 2020, in commemoration of the Marjory Stoneman Douglas High School tragedy and and has selected the Consultant to provide such service; and

WHEREAS, the Consultant is willing to provide consultation and technical assistance to the SBBC throughout the district, including all district schools; and

WHEREAS, the Consultant will provide on their website project toolkits designed to assist project leaders with the coordination of their volunteer service projects. The project toolkits shall include, but will not be limited to, an outline, project plans, resources, and tools for staff and students. Such toolkits will allow staff and students to learn about important causes and issues while empowering them to address issues through meaningful hands-on activities, i.e., campus enhancement projects, classroom activities, remembrance instructions, mural instructions and templates.

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 I - 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 March 31, 2020.

2.02 **Consultant Responsibilities.** The Consultant shall perform the following:

a) On February 14, 2020, the Consultant, under the direction of Chief Executive Officer, shall provide ongoing consultation and technical assistance to SBBC in support of the Marjory Stoneman Douglas Commemoration, the Commemoration planning, as well as to implement the "A Day of Service and Love" for students throughout the district. This will include:

- 1) Project supplies, which shall include, but not be limited to the following: twenty (20) pounds of construction paper, ten (10) Big Kids Garden Tool Set (4-Piece), twenty (20) 8-Piece High-Density Polyester Knit Paint Tray Kit, seventy (70) bags of 0.8 cubic yard bags of mulch, one (1) MacCourt 71-in L x 58-in W Black High Density Polyethylene Pond Liner (125-gallon), one hundred (100) packs of ten (10)-count Crayola Broad Line Markers in assorted classic colors, one hundred (100) packs of ten (10)-count crayons, and one hundred (100) packs of twelve (12)-count kids scissors (5" Blunt, assorted colors).
- 2) Volunteer Project Coordinator (Coordinator) works to execute A Day of Service and Love, in commemoration of the Marjory Stoneman Douglas High School volunteer service projects. The Coordinator oversees all aspects of event planning, including project development, relationship cultivation with District schools, and day-of leadership.
- 3) Maintaining and managing technology website Toolkit that outlines, resources, and tools for staff to identify meaningful hands-on activities.
- 4) Coordinating a minimum of four hundred (400) volunteers to contribute three thousand (3,000) hours by completing service projects at one hundred (100) school sites throughout Broward County.
- 5) Providing program orientation and training tools to participating Broward County Public Schools Assistant Principals and/or relevant staff to assist them with navigating the volunteer sign-up process as well as coordinating and implementing their service projects.
- 6) Developing a project toolkit to assist participating schools with selecting and implementing appropriate projects for their desired number of participants.

b) Coordinate a minimum of four (4) primary service projects and two (2) backup "in-classroom" service projects for participating schools to choose from. Each

project will be outlined in a project toolkit to assist school staff with implementation guidelines. All participating schools will receive a copy of the toolkit to assist them with planning their service projects. Projects shall include, but will not be limited to the following:

- 1) **Self-care spaces** - Skills-based volunteers at schools will assist in disaster response and recovery in creating self-care spaces in which students can engage in mindfulness and meditation activities.
- 2) **School murals** - In this project, Consultant will provide options for groups to create beautiful murals using a "paint-by-number" template that can be completed during the day of service. Students will learn how to express uncomfortable emotions through art and connect with others in their expression.
- 3) **Gardening projects** - Students will learn about the benefits of growing their own food by creating an educational garden using mobile vegetable growbags. Working together, students will fill the bags with soil and fill them with local fruits and vegetables
- 4) **School beautification** - Students will work together to identify areas on campus that can be revitalized through landscaping and beautification projects. Once identified, students can plant flowers, spread mulch, creating visiting spaces and apply much-needed paint to areas that need it.
- 5) **Cards for local heroes** - Since firefighters, police officers, crisis emergency response teams, and other local community heroes are usually the first to assist in any disaster, students will show their gratitude creating handmade thank-you cards to express their gratitude. This activity supports students becoming more resilient in times of disaster.
- 6) **Rock painting** - Volunteers will use vibrant colors and words of affirmation to create rock paintings that inspire feelings of kindness and happiness. With the power of color and phrase, this project promotes inclusivity.

2.03 SBBC Disclosure of Education Records, Employee Records, and Volunteer Records. Although no student education records shall be disclosed pursuant to this Agreement, should Consultant come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records or volunteer records shall be disclosed by SBBC to Consultant. Should vendor come into contact with such records, they may not be re-disclosed except as required or permitted by law.

2.04 Consultant Confidentiality of Education Records, Employee Records, and Volunteer Records. Notwithstanding any provision to the contrary within this Agreement, Consultant shall:

a) 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), Section 119, Florida Statutes, and any other state or federal law or regulation regarding the confidentiality of education records, employee records, or volunteer records.

b) hold any education records, employee records, or volunteer 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 or student age 18 or older whose education records are to be shared, or the employee or volunteer whose records are to be shared, provides prior written consent for their release.

c) ensure that, at all times, all of its employees who have access to any education records, employee records, or volunteer records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to such 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.

d) safeguard each education record, employee record, or volunteer 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, and the employee and volunteer records in accordance with federal and state privacy requirements.

e) utilize the education records, employee records, and volunteer 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.

f) notify SBBC immediately upon discovery of a breach of confidentiality of education records, employee records, or volunteer 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.

2.05 **Cost Services.** SBBC's costs for the services outlined under this Agreement shall be Seventy Five Thousand, Nine Hundred Thirty-Two Dollars and 00/100 Cents (\$75,932.00) in accordance with the following schedule:

Description	Amount
Volunteer Project Coordinator	\$48,432.00
Technology	\$25,000.00
Training	\$1,000.00
Project Supplies	\$1,500.00

2.06 **Payment Section.** Consultant shall submit an appropriate invoice for satisfactory services rendered under this Agreement. SBBC will make payments net thirty (30) days of the date of said invoice.

2.07 **Inspection of Consultant's Records by SBBC.** Consultant 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 Consultant'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 Consultant 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 Consultant'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 Consultant pursuant to this Agreement.

b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Consultant 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 Consultant's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

d) **Failure to Permit Inspection.** Failure by Consultant 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 Consultant'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 Consultant in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Consultant. If the audit discloses billings or charges to which Consultant is not contractually entitled, Consultant 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, Consultant 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 Consultant to include such requirements in any subcontract shall constitute ground

2.08 **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:	Chief Officer, Student Support Initiatives & Recovery The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, FL 33311
To VENDOR:	Dale Mandell- Chief Executive Officer Volunteer Action Center of Broward County, Inc. d/b/a HandsOn Broward 5815-A North Andrews Way Fort Lauderdale, Florida 33309
With a Copy to:	Kristina DaSilva- Chief Operating Officer Volunteer Action Center of Broward County, Inc. d/b/a HandsOn Broward 5815-A North Andrews Way Fort Lauderdale, Florida 33309

2.09 **Background Screening.** Consultant 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 Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant 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 Consultant and its personnel. The parties agree that the failure of Consultant 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. Consultant 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 Consultant's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Consultant 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, Consultant 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. Consultant 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 Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfers all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant 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.

2.11 **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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

b) By Consultant. Consultant 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 Consultant, its agents, servants or employees; the equipment of Consultant, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Consultant or the negligence of Consultant'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 Consultant, SBBC or otherwise.

2.12 **Insurance Requirements.** Consultant shall comply with the following insurance requirements throughout the term of this Agreement:

a) **General Liability.** Consultant shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

b) **Workers' Compensation.** Consultant shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

c) **Auto Liability.** Consultant shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

d) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

e) **Verification of Coverage.** Proof of the required insurance must be furnished by Consultant to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Consultant to remedy any deficiencies. Consultant must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

f) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder. The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

g) Cancellation of Insurance. Consultant is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 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.

2.14 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.

2.15 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]

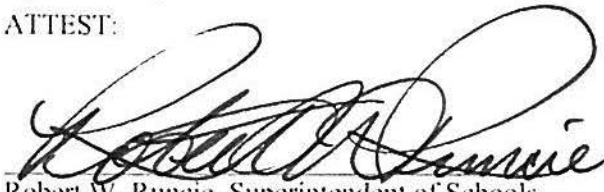
FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Donna P. Korn, 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: Volunteer Action Center of Broward County, Inc. d/b/a Hands on Broward
Date: 2020.01.27 14:08:38 -05'00'

Office of the General Counsel

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FOR CONSULTANT:

(Corporate Seal)

Volunteer Action Center of Broward
County, Inc. d/b/a Hands on Broward

ATTEST:

By Rale Mandell

_____, Secretary
-or-
[Signature]
Witness
[Signature]
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 by means of physical presence
or, online notarization, this 27th JANUARY 2020 (date) by
Joseph L Wallace (name of officer or agent, title of officer or agent) of
Broward County (name of corporation acknowledging), a
Lauderhill, Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced
DRIVER LICENSE (type of identification) as identification and who did/ did not
first take an oath this 27 day of JANUARY, 2020.

My Commission Expires: Sept 15 2023

[Signature]
Signature - Notary Public



Joseph L. Wallace
Comm. #GG912919
Expires: Sept. 15, 2023
Bonded Thru Aaron Notary

Joseph L Wallace
Printed Name of Notary

GG912919
Notary's Commission No.