



THE SCHOOL BOARD OF Broward County, FLORIDA
Attendance Program Night with the Florida Panthers

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20_____. The Agreement following details a group ticket sales agreement between the Florida Panthers Hockey Club, Ltd. ("Florida Panthers") and The School Board of Broward County, Florida ("SBBC").

WHEREAS, the Florida Panthers desire to create excitement towards the importance of attendance within the K-12 education programs.

WHEREAS, the Florida Panthers desire to welcome students who meet the attendance criteria for the 2nd Quarter and 3rd quarter 2020. Students can pick one (1) game between three (3) nights during the 2019-20 Season. Upon completion of the program, the Florida Panthers & Broward County School district representatives will review the event and make any changes to further improve the program.

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 3.04 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on June 30, 2020.

2.02 **Florida Panthers Responsibilities.** The Florida Panthers agrees to provide the following to SBBC:

(a) Create Broward County Attendance Program/ Florida Panthers Certificate of Completion program to motivate and inspire students to have great attendance.

(b) Each student that reached the threshold set by the Broward school system will receive a Broward County Attendance Program/ Florida Panthers Certificate of Completion award which will include Stanley C. Panther, the team mascot.

(c) Each student that receives a certificate of completion award will be able to purchase one (1) ticket at a discounted rate (avg 25% saving off face value) to one of the below Florida Panthers regular season home games.

(d) Friends and family members will have an opportunity to celebrate with their student. Friends and family members will be able to purchase additional tickets at a discounted rate.

(e) Each ticket purchased comes with parking included.

(f) **Florida Panthers games for which discount applies:**

1) Thursday, March 5, 2020 vs Boston Bruin 7:00 pm

- 2) Saturday, March 7, 2020 vs Montreal Canadiens 7:00 pm
- 3) Saturday, March 14, 2020 vs New Jersey Devils 7:00 pm
- 4) Thursday, March 19, 2020 vs. Buffalo Sabres 7:00 pm
- 5) Thursday, April 2, 2020 vs. Ottawa Senators 7:00 pm
- 6) Saturday, April 4, 2020 vs. Washington Capitals 7:00 pm

(g) The Broward County attendance Program will be recognized on our scoreboard as a group in attendance on all three dates

(h) All schools that have 50 or more tickets purchased for a game will have their school name recognized on the scoreboard during the 2nd intermission of that game.

(i) Each Broward County School will receive an email with a link where tickets can be purchased.

(j) **Broward County School District agrees to provide the following:**

- 1) Distribute a customized co-branded certificate of completion award flyer to each Broward County Attendance Program student.
- 2) Distribute the email to all the students who met the attendance requirements.
- 3) Each Attendance Program school should receive an email announcing the new certificate of completion award opportunity for students.

2.03 **SBBC Disclosure of Education Records and Employee Information.** Although no student education records shall be disclosed pursuant to this Agreement, should Florida Panthers 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 information shall be disclosed by SBBC to **Florida Panthers**. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

However, SBBC will provide **Florida Panthers** with the number of students who meet eligibility requirements for this program.

2.04 **Florida Panthers Confidentiality of Education Records and Employee Information.** Notwithstanding any provision to the contrary within this Agreement, Florida Panthers 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, and employee information;
- 2) hold any education records and employee information in strict confidence and not use or disclose 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 or employee information 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 or employee information during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee information 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 education records and employee information 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, and employee information in accordance with applicable laws; and
- 5) utilize the education records and employee information 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 or employee information to any third party.

2.05 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, Student Services Department
The School Board of Broward County, Florida
1400 NW 14 Court
Fort Lauderdale, Florida 33311

2.06 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.

2.07 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.

2.08 **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. Florida Panthers 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 negligence of Florida Panthers 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 Florida Panthers, SBBC or otherwise.

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 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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.

3.06 **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.

3.07 **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.

FOR FLORIDA PANTHERS

Florida Panthers Hockey Club, Ltd.

Sean P McCaffrey as COO
Sean McCaffrey, Chief Operating Officer

Date: February 21, 2020

STATE OF Florida

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this February 21, 2020 (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this _____ day of _____, 2020.

My Commission Expires: 10/23/23

Matthew Stocker
Signature – Notary Public

MATTHEW STOCKER
Notary's Printed Name

GG925540
Notary's Commission No.

(SEAL)  **Matthew Stocker**
Comm. # GG925540
Expires: October 23, 2023
Bonded Thru Aaron Notary

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

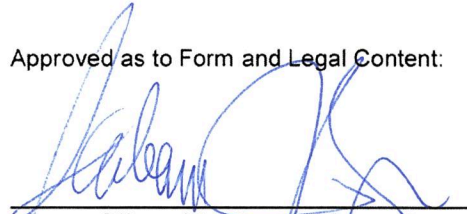
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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