

AGREEMENT

THIS AGREEMENT is made and entered into as of this 30 day of JUNE, 2008, 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

SHARE-A-PET ORGANIZATION, INC.
(hereinafter referred to as "[Share-A-Pet]"),
whose principal place of business is
3699 North Dixie Highway
Oakland Park, FL 33334.

WHEREAS, Reading is the heart of Education; and,

WHEREAS, the Commission on Reading determined the single most activity for building reading success is reading aloud to children; and,

WHEREAS, promoting empathy for animals has potential application within most curriculum areas and is a critical element in Character Education; and,

WHEREAS, Reading and empathy go hand-in-hand as children mature; and,

WHEREAS, research with therapy animals indicated that children with low self-esteem are often more willing to interact with an animals than another person; and,

WHEREAS, SHARE-A-PET ORGANIZATION, INC., (SAP) has a Pet Therapy program (called Pawsitive Reading) designed to help children improve their reading skills in a unique and positive environment; and,

WHEREAS, the program is currently operating in The Coral Sunset Elementary School in Palm Beach County.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on the date of approval by both parties and conclude on June 30, 2013.

2.02 **Program Description.** Currently, the SAP Pawsitive Reading Program is in place in Coral Sunset Elementary School, Palm Beach County. SAP volunteers work with school staff to make sure that reading activities reflect a current instructional strategies to teach Reading as well as addressing animal welfare, which includes components of teaching students about pets and animals in general as part of the reading activity.

The program begins with introducing participating children to the pet therapy process, including the appropriate etiquette for working with animals. To encourage reading skills, students work one on one with a pet therapist and a trained dog to overcome reading fear and encourage read aloud in a non-threatening, non-judgmental environment. Parent permission is required for participation.

The Program will be used to strengthen school-based reading plans, including inclusion into non-reading content areas, Read Across America celebrations (held each March), and/or After School Programs.

The program is designed to support Reading at designated locations 4 times each month, for approximately one hour each time, with each Pet Therapy Team working with approximately 8-12 students.

Schools will be encouraged to apply for participation in the program based on their willingness to adhere to a best practices criteria, including:

- Schools will allow participating staff members to receive a program orientation (familiarization with working with pet therapy animals and volunteers);
- Designate a staff member who is willing to organize the schedule for the program;
- Work with teachers to schedule students in small groups to accomplish the maximum impact for students, and the least amount of stress to the animals. The SAP Program will be organized in such a way the students/class work with the same volunteer working with the same group of students each session.

- All participating volunteers will be required to complete volunteer applications, follow screening guidelines and provide additional information, as needed (animal health records).

2.03 **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's 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 Share-A-Pet: Share-A-Pet 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 Share-A-Pet its agents, servants or employees; the equipment of Share-A-Pet its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Share-A-Pet or the negligence of Share-A-Pet 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 Share-A-Pet SBBC or otherwise.

2.04 **Background Screening.** Share-A-Pet agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that all of Share-A-Pet's personnel who (1) are to be permitted access to district school grounds when students are present, (2) will have direct contact with district school 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 Share-A-Pet or its personnel providing any services under the conditions described in the previous sentence. SBBC will 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 Share-A-Pet's personnel. The Parties agree that the failure of Share-A-Pet 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. Share-A-Pet 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 in Share-A-Pet's failure to comply with the requirements of this sections or Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **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.

3.05 **Records.** 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.

3.06 **Entire 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.

3.07 **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.

3.08 **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.

3.09 **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. A waiver of any breach

of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** 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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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 or 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 **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.

3.15 **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.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **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, Community Involvement
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To SAP: Share-A-Pet
3699 North Dixie Highway
Oakland Park, FL 33334.

With a Copy to: The Wolff Law Firm
Name to be Provided by Other Party
1401 E. Broward Blvd. Suite 204
Address
Fort Lauderdale, FL 33301
Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

FOR SBBC

(Corporate Seal)

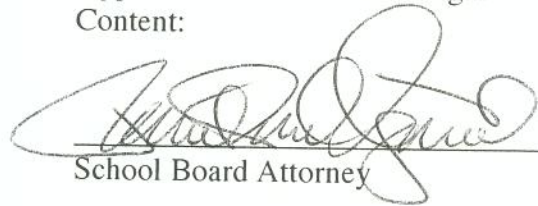
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By _____
Robin Bartleman, Chair

ATTEST:

James F. Notter,
Superintendent of Schools

Approved as to Form and Legal
Content:



School Board Attorney

FOR SHARE-A-PET ORGANIZATION, INC.

(Corporate Seal)

Bindu Mayi
SHARE-A-PET ORGANIZATION, INC.

ATTEST:

By DR. BINDU MAYI
DIRECTOR - FLORIDA

, Secretary

-or-

Charmain A. Buhjard
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 this 30 day of June, 2008 by Bindu Mayi of Share - A - Pet organization, Inc. on behalf of the corporation/agency.

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

My Commission Expires:

[Signature]
Signature - Notary Public

Sharifa Coombs
Printed Name of Notary

exp. 9/10/2011 DD713306
Notary's Commission No.

(SEAL)

