

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>8/20/13</b>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <b>FF-1</b>
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TITLE: <p>Agreement between The School Board of Broward County, Florida and Helping Abused, Neglected, Disadvantaged Youth, Inc. (HANDY)</p>									
REQUESTED ACTION: <p>Approve the Continuation Agreement between The School Board of Broward County, Florida and Helping Abused, Neglected, Disadvantaged Youth, Inc. (HANDY). The contract period is September 1, 2013 through June 30, 2014.</p>									
SUMMARY EXPLANATION AND BACKGROUND: <p>Helping Abused, Neglected, Disadvantaged Youth, Inc. (HANDY) has been awarded a partnership in the amount of \$13,600, to implement the Life Skills component of the Innovative Concepts (iCon) Program funded by the Workforce Investment Act Grant (WIA) through the Broward Workforce Development Board. The iCon Program operates at eight Broward County High Schools: Blanche Ely, Boyd Anderson, Deerfield Beach, Dillard, Hallandale, McArthur, Plantation, and Stranahan and serves at risk juniors and seniors. Life Skills instruction will be provided during the afterschool iCon Program for one hour per day, one day per week for 17 weeks at each of the iCon Program schools.</p> <p>This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p>									
SCHOOL BOARD GOALS: <p><input checked="" type="checkbox"/> • Goal 1:    High Quality Instruction  <input type="checkbox"/> • Goal 2:    Continuous Improvement  <input type="checkbox"/> • Goal 3:    Effective Communication</p>									
FINANCIAL IMPACT: <p>There is a financial impact of \$13,600 to the District. The source of funds is the Workforce Investment Act Grant. There is no additional financial impact to the District.</p>									
EXHIBITS: (List) <p>Continuation Agreement with Helping Abused, Neglected, Disadvantaged Youth, Inc. (HANDY)</p>									
BOARD ACTION:  <p align="center"><b>APPROVED</b></p> <p>(For Official School Board Records' Office Only)</p>	SOURCE OF ADDITIONAL INFORMATION: <table border="0"> <tr> <td>Dr. Marie DeSanctis</td> <td align="right">754-321-1850</td> </tr> <tr> <td>John Felser</td> <td align="right">754-321-8435</td> </tr> <tr> <td>Brian King</td> <td align="right">754-321-8439</td> </tr> <tr> <td>Name</td> <td align="right">Phone</td> </tr> </table>	Dr. Marie DeSanctis	754-321-1850	John Felser	754-321-8435	Brian King	754-321-8439	Name	Phone
Dr. Marie DeSanctis	754-321-1850								
John Felser	754-321-8435								
Brian King	754-321-8439								
Name	Phone								

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Chief Academic Officer  
Office of Academics

*MDD for CAO*

Approved in Open Board Meeting on:

**AUG 20 2013**

By:

*Laurie Rich Levinson*

School Board Chair

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 20<sup>th</sup> day of ~~September~~ <sup>August</sup>, 2013, 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

### HELPING ABUSED, NEGLECTED, DISADVANTAGED YOUTH, INC. (HANDY)

(hereinafter referred to as "Provider"),  
whose principal place of business is  
Helping Abused Neglected Disadvantaged Youth (HANDY)  
501 NE 8<sup>th</sup> Street,  
Fort Lauderdale, FL 33304

**WHEREAS**, SBBC applied for funding through the Workforce Investment Act (WIA) Grant Program through Workforce One Employment Solutions (hereinafter referred to as "WF1"); and

**WHEREAS**, SBBC was awarded one (1) WIA Grant for three years of federal funding passed through the State of Florida Agency for Workforce Development (AWI) totaling \$520,476 for year three of three years; and

**WHEREAS**, Provider desires to enter into this Agreement with SBBC, for the purposes of providing Life Skills educational services in compliance with applicable law, and the objectives and activities specified in the approved WIA program application; and

**WHEREAS**, Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

**WHEREAS**, Provider is specially trained and possesses the necessary skills, experience, competency and licenses to perform the required services; and

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

### ARTICLE 1 - RECITALS

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

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on September 1, 2013 and conclude on June 30, 2014.

2.02 **Provision of WIA Services:** Provider agrees to deliver all Life Skills services specified in the approved program application, these services will:

1. Facilitate the HANDY curriculum covering, but not limited to, the following topics:
  - a. Teen Pregnancy Prevention
  - b. Healthy Relationships
  - c. Finances

2. Offer (1) hour a day, one day a week, seventeen weeks for a total price of \$13,600, after school Life Skills Training sessions at eight high schools serving 215 students within Broward County. Each school will have a HANDY representative assigned one day per week, Tuesday – Thursday to deliver Life Skills training. (Closed on all official SBBC holidays, early release days, and teacher planning days.)

3. Meet all grant requirements specified in the approved program application pertaining to the life skills component.

2.03 **Compliance with Policies and Laws:** Provider shall comply with all SBBC policies. Policies are located at [www.broward.k12.fl.us/sbbcpolicies](http://www.broward.k12.fl.us/sbbcpolicies) and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

2.04 **Staffing:** Provider will be responsible for hiring and paying the individuals who will be facilitating the HANDY Life Skills curriculum. Provider staff must wear SBBC Vendor Badges at all times during the delivery of services. Provider will need to hire the following staff:

1. HANDY staff to facilitate after school sessions,

2.05 **Workspace:** Provider will not be charged any fees or surcharges for the use of space at the schools to deliver iCon program services during the operation of this program.

2.06 **Confidentiality:** All data and personally identifiable student and parent/guardian information and reports provided to Provider by SBBC to faithfully implement the approved program are subject to the following:

1. Federal restrictions including Title 20 USC Section 1232g ("FERPA");
2. Florida statutory restrictions including Section 1002.22, Florida Statutes; and
3. All applicable adopted policies and procedures of SBBC.

2.07 **Consultants and Subcontractors**: Provider may not employ consultants or subcontract any part of the services specified in this agreement without written permission from SBBC.

2.08 **Additional Evaluation and Monitoring Requirements**: Workforce One Employment Solutions will conduct regular evaluation and monitoring visits. If requested, SBBC will give Provider a copy of the Formative Evaluation tool used by WF1. SBBC is under no obligation to give Provider a copy of the Evaluation and Monitoring tools used by WF1. Provider will be required to work with SBBC to address all observed program growth edges by WF1 or the SBBC. The provider will be required to implement all corrective actions mandated by WF1 or SBBC. Failing to address growth edges observed by WF1 or SBBC in the timeline specified in the written corrective action will result in SBBC suspending the payment of Providers most recent invoice until the corrective action is addressed

2.09 **Budget Reports**: Provider will submit all fiscal reports to SBBC as supporting documentation of expenditures in accordance with grant requirements.

2.10 **Transportation Home**: SBBC will use available WIA funds to provide transportation home in the form of gas cards and bus passes to students participating in the after school program,

2.11 **Invoicing**: Provider may invoice SBBC monthly for incurred salaries and/or expenses, but may not bill for more than one calendar month of salaries per invoice. Invoices must include back-up documentation reflecting actual expenses (hours billed, rate per hour, salary paid, and receipts for approved purchases) for the time period being invoiced. Invoices and their supporting documentation can be sent electronically or mailed to: Attention Grant Administrator, Grants Financial Management Department, 1643 North Harrison Parkway, Building H, Sunrise FL 33323. Within ten (10) working days of receipt of the invoice and the back-up documentation, invoices that are *accurate and complete* will be sent by the Grants Financial Management Department's Grant Administrator to SBBC Accounts Payable Department.

2.12 **Payment Schedule**: Invoices to Provider will be paid within 30 days of submission. The parties agree that payment for services is dependent upon SBBC's receipt of the grant money for the schools, and that SBBC is under no obligation to pay for services from Provider from any other funding source except the WIA funds. The total amount of reimbursement will not exceed \$13,600. This amount will be reimbursed via \$520,476 in WIA federal funds for the 2013-14 Program year. (July 1, 2013 – June 30, 2014).

2.13 **Conflict of Interest.** Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.14 **Disputes.** Disputes between SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to Director, Career, Technical, Adult and Community Education, 1643 North Harrison Parkway, Building H, Sunrise, and Florida 33323. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.15 **Accident/Incident Report.** Provider agrees to notify SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

2.16 **Child Abuse Reporting:** Provider assures SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Section 39.2001, Florida Statutes. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, and or missing children under Provider's supervision.

2.17 **Inspection of Provider's records by SBBC:** Provider 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 Provider 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 any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider employees pursuant to this Agreement. Provider records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider records subject to this section shall include any and all documents pertinent to the



evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider Records Defined. For the purposes of this Agreement, the term "Provider Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) 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 Provider 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 Provider pursuant to this Agreement.

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

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider 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.

(e) Failure to Permit Inspection. Failure by Provider 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 the denial of some or all of any Provider claims for payment by SBBC.

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

(g) Inspection of Subcontractor's Records. Provider requires 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 Provider 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

*Agreement with (Helping Abused Neglected Disadvantaged Youth) (HANDY)*

Payee's costs from amounts payable by SBBC Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider 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.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Task Assigned Career, Technical, Adult and Community Education Dept. 1643 North Harrison Parkway, Building H Sunrise, Florida 33323
To Provider: :	CEO HANDY 501 NE 8 <sup>th</sup> Street Fort Lauderdale, Florida 33304
With a Copy to:	VP of Programs and Business Development HANDY 501 NE 8 <sup>th</sup> Street Fort Lauderdale, Florida 33304

2.19 **Background Screening:** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.20 **Indemnification.** 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 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 Provider: Provider 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 Provider its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider 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 Provider 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 contract.

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

*Agreement with (Helping Abused Neglected Disadvantaged Youth) (HANDY)*



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 either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. If this Agreement is terminated, SBBC shall pay Provider for an services provided through the effective date of the termination.

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 **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.

3.08 **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.

3.09 **Public 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.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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.

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

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

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Laurie Rich Levinson  
Laurie Rich Levinson, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

M. D. [Signature] 07/16/2013  
Office of the General Counsel



[FOR HELPING ABUSED NEGLECTED DISADVANTAGED YOUTH (HANDY)]

(Corporate Seal)

ATTEST:

HELPING ABUSED NEGLECTED  
DISADVANTAGED YOUTH (HANDY)

By

Paula Taylor

\_\_\_\_\_, Secretary

-or-

Witness

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2013 by Paula Taylor of

Name of Person

Helping Abused Neglected Disadvantaged Youth, on behalf of the corporation/agency.

Name of Corporation or Agency

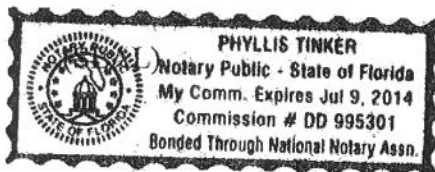
He/She is personally known to me or produced (personally known) as

identification and did/did not first take an oath.

Type of Identification

My Commission Expires: July 9, 2014

Phyllis Tinker  
Signature – Notary Public



Phyllis Tinker  
Printed Name of Notary

DD 995301  
Notary's Commission No.