

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2003, 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

BROWARD COMMUNITY COLLEGE
(hereinafter referred to as "BCC"),
whose principal place of business is
225 East Las Olas Boulevard, Fort Lauderdale, Florida 33301.

WHEREAS, the SBBC has received funding through the Title IV Community Service Grants program to support the implementation of the Public Achievement program (herein referred to as the "PROGRAM") at Cypress Run Alternative/Exceptional Student Center; and

WHEREAS, Broward Community College (BCC) has been a key stakeholder and community partner in building the capacity locally to implement a successful pilot PROGRAM; and

WHEREAS, the PROGRAM will be offered to select students at Cypress Run Alternative/Exceptional Student Center.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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

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2.01 **Duration.** The term of this contract shall be from February 19, 2003 through January 31, 2004. Per the Title IV Community Service Grants program, approved expenditures made as of February 19, 2003 will be covered retroactively through the Title IV program award.

2.02 **Extent.** PROGRAM components shall be offered Monday through Friday (all school calendar student attendance days) from 7:00 A.M. until 2:45 P.M.

2.03 **Location:** The PROGRAM will be located at Cypress Run Alternative/Exceptional Student Center, 2251 NW 18 Street, Pompano, Florida 33069, hereinafter known as the "LOCATION."

2.04 **SBBC.** The PROGRAM provided by the SBBC shall include but not be limited to the following:

- A. Identify students eligible for the program.
- B. Provide educational program for targeted students.
- C. Provide and grade all student academic assignments.
- D. Keep accurate records of students who have participated in the PROGRAM and who have been provided services, and document student's progress as described in the SBBC's funded Title IV proposal.
- E. Provide services of a PROGRAM site coordinator as per the SBBC's funded Title IV proposal.
- F. Provide supplies and materials for student service projects as per the SBBC's funded Title IV proposal.
- G. Provide transportation to/from service projects for students as per the SBBC's funded Title IV proposal.
- H. Provide supplies and materials for recognition ceremonies/certificates for students as per the SBBC's funded Title IV proposal.
- I. SBBC will compensate BCC for an amount not to exceed \$16,986 to be paid on a quarterly basis upon invoicing SBBC.

2.05 **Broward Community College.** The PROGRAM provided by BCC shall include but not be limited to the following:

- A. Recruit and train PROGRAM coaches to work with, counsel, and mentor students participating in the PROGRAM.
- B. Provide ongoing teacher training/site development support working with teachers, principals, parents and/or legal guardians, community organizations, and other school partners as described in the SBBC's funded Title IV proposal.
- C. Provide PROGRAM support services by coordinating with university and college faculty per the SBBC's funded Title IV proposal.
- D. Conduct evaluation of the PROGRAM as per the SBBC's funded Title IV proposal.
- E. Attend required statewide or regional sub-grantee meetings and/or trainings as required per the SBBC's funded Title IV proposal.

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2.06 **Indemnification.** Each party 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.

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 manner 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 by either party 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.

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3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise 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

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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:	Frank Vodolo, Executive Director, Educational Programs The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To BCC:	Willis N. Holcombe, President Broward Community College 225 E. Las Olas Boulevard Fort Lauderdale, FL 33301
With a Copy to:	John Latona, College Counsel Broward Community College 225 E. Las Olas Boulevard Fort Lauderdale, FL 33301

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.

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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.

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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

ATTEST:

By _____
Lois Wexler, Chair

Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:


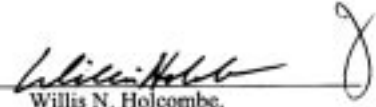
School Board Attorney

FOR BCC

(Corporate Seal)

BROWARD COMMUNITY COLLEGE

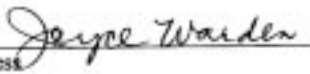
ATTEST:
a.

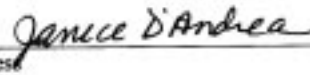
By 

Willis N. Holcombe,
President

, Secretary

-or-

Witness 

Witness 

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