

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2001, 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 principle place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Women of Tomorrow, Inc.,
hereinafter referred to as "***WOT***",
15000 SW 27th Street
Miramar, FL 33027

WHEREAS, WOT is a group of distinguished professional women in South Florida dedicated to improving the self-esteem and future adult lives of teenage girls in the area, and

WHEREAS, the program was conceived as a way of showing young women the endless possibilities and opportunities ahead of them, and

WHEREAS, a key element in the WOT program is the involvement of mentors, who are themselves successful in their respective careers.

WHEREAS, in the inaugural year of the WOT program, as research study showed a dramatic increase in the self-esteem of the young women that participated in the program, and

WHEREAS, the WOT program, was founded and headed by WTVJ Channel 6 anchor Jennifer Valoppi, and Don Browne, President and General Manager of WTVJ, NBC6 and is operated solely in Miami-Dade County, and

WHEREAS, in this fifth and subsequent years of the program, a Broward County component will be established, in conjunction with the School Board's Youth Mentoring program.

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

2.01 **Program Criteria.** The program criteria for establishing a WOT program in district high schools and centers will be jointly established by WOT Mentor and Scholarship Program, and SBBC. Criteria elements include: Mentor Recruitment, School and Student Selection, Mentor Visit Schedule, Mentor Program Content and Mentor-Mentee Recognition.

2.02 **Program Implementation.** The WOT program will be incorporated into the SBBC's overall Mentoring initiative, during the 2001-2002 school year, and every school having the opportunity to participate in 2002-2003.

2.03 **Mentor Recruitment.** WOT will be responsible for recruiting mentors into the program.

2.04 **Mentor Obligations.** Each mentor will meet with clusters of 10-15 students for a minimum of one hour each month.

2.05 **Mentor Matching.** WOT and SBBC will work together to match mentors to appropriate school sites and student groups.

2.06 **School Selection.** SBBC will be responsible for selecting schools that will participate in the program.

2.07 **Student Selection.** SBBC will be responsible for selecting students that will participate in the WOT program, using criteria that is jointly established by WOT and SBBC.

2.08 **Program Effectiveness.** The schools agree to cooperate with and facilitate the surveying of students in the WOT program to evaluate the effectiveness of the WOT Mentor and Scholarship program.

2.09 **Indemnification.**

A. **By SBBC:** SBBC agrees to indemnify, hold harmless and defend WOT, 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 WOT, 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 SBBC, its agents, servants or employees; the equipment of SBBC, its agents, servants or employees while such equipment is on premises owned or controlled by WOT; or the negligence of SBBC or the negligence of SBBC'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 SBBC, WOT or otherwise.

B. **By WOT:** WOT 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 WOT, its agents, servants or employees; the equipment of WOT, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of WOT or the negligence of WOT'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 WOT, SBBC or otherwise.

C. **Notice of Claim:** Each party indemnified under this Agreement agrees to give prompt notice to the indemnifying party of any claim for which indemnification is sought upon having actual knowledge of such claim. The failure to give notice of a claim for which indemnification is sought shall not relieve the indemnifying party of its obligations hereunder unless such failure results in a lack of actual notice of the claim on the part of the indemnifying party and further results in damage to the indemnifying party caused solely by the lack of actual notice.

D. **Defense of Claim.** The indemnifying party may, at its sole expense, conduct the defense of any claim or litigation for which a duty to indemnify exists under this Agreement. The party to be indemnified may participate in said defense at its own expense.

E. **Settlement of Claims:** An indemnifying party shall not consent to the entry of any judgment or enter into any settlement that does not include an unconditional release of the indemnified party and the indemnified party's stockholders, agents, employees, representatives, officers, directors, attorneys, parents, subsidiaries, divisions, affiliates, successors and assigns from any and all liability to the claimant or plaintiff with respect to such claim or litigation.

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 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 of 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 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.

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 commotion, 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: Partnerships Director
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Women of Tomorrow: Jennifer Valoppi
Women of Tomorrow, Inc.
15000 SW 27th Street
Miramar, Florida 33027

With a Copy to: Jonathan H. Green, Esq.
Jonathan H. Green & Associates, PA
799 Brickell Plaza, Suite 700
Miami, Florida 33131

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.

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 _____
Paul D. Eichner, Esq., Chairperson

Franklin L. Till, Jr.,
Superintendent of Schools

Approved as to Form:

Robert Paul Vignola
Assistant School Board Attorney

FOR WOMEN OF TOMORROW, INC.

(Corporate Seal)

WOMEN OF TOMMORROW, INC.

ATTEST:

, Secretary

By _____
Jennifer Valoppi, Founder

-or-

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of

Name of Person

Women of Tomorrow, 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 – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.