

**Agreement to Distribute Proceeds from Child Abuse Prevention License Plate**

Agreement made this 31st day of August, 2010, between the Florida Network for Children's Advocacy Centers, Inc., a not-for-profit corporation qualified to do business in Florida (hereinafter referred to as the "FNCAC"), and Broward County Board of County Commissioners on behalf of its Sexual Assault Treatment Center, a Children's Advocacy Center as defined in Section 39.3035, Florida Statutes (hereinafter referred to as the "CAC"):

**Recitals**

WHEREAS, Section 320.08058(41), F.S., provides that the FNCAC shall develop an allocation methodology to distribute its share of the proceeds from the sale of the "Stop Child Abuse" license plate among the children's advocacy centers in Florida that meet the standards set forth in Section 39.3035, F.S.;

WHEREAS, Section 39.3035(3), F.S., provides that a children's advocacy center within this state may not receive any state funds administered by a state agency, or any other funds appropriated by the Legislature unless all of the standards of subsection 39.3035(1), F.S. are met and the screening requirement of subsection 39.3035(2), F.F. is met; and

WHEREAS, Section 39.3035(3), F.S., provides that the FNCAC shall be responsible for tracking and documenting compliance with subsections 39.3035(1) and (2), F.S., for any of the funds it administers to member children's advocacy centers.

THEREFORE, the FNCAC and the CAC, in consideration of the mutual promises contained in this Agreement, agree as follows:

Section 1. **Date of Award.** The date of the award from the FNCAC to the CAC shall be the date first written above.

Section 2. **Amount of Award.** The amount of the funds awarded the CAC under this Agreement from the FNCAC shall be \$2,250.00.

Section 3. **Compliance with Statutory Requirements.** By signing this Agreement, the CAC affirms that it complies with all of the standards set forth in Section 39.3035(1) and the screening requirements set forth in Section 39.3035(2), Florida Statutes. If, during the term of this Agreement, the CAC fails to comply with the standards or screening requirements set forth in subsections (1) and (2) of Section 39.3035, Florida Statutes, the CAC shall immediately notify the FNCAC. Failure to comply with those standards and screening requirement shall require the CAC to refund all unused funds awarded under this Agreement to the FNCAC.

Section 4. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter herein and all prior representations, statements, negotiations and undertakings are superseded or restated herein. No amendment to this contract

shall be effected unless it is in writing and signed by the CAC and an authorized corporate officer or employee of the FNCAC.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day, month and year written above.

**Florida Network of Children's Advocacy Centers, Inc.**

**Children's Advocacy Center**

\_\_\_\_\_  
John M. Knight  
Chief Executive Officer

\_\_\_\_\_  
Signature of Authorized Representative

*[Handwritten Signature]*  
Approved: \_\_\_\_\_  
Risk Management Division

Jacqueline A. Blinns  
Risk Insurance and  
Contracts Manager

\_\_\_\_\_  
Ken Keechl

\_\_\_\_\_  
Mayor  
Broward County Board of County  
Commissioners

**Reviewed and approved as to form:  
Jeffrey J. Newton, County Attorney**

By *[Handwritten Signature]*