

MASTER AGREEMENT

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

INTERLOCAL COOPERATIVE PARTNERSHIP SERVICES FOR  
FISCAL YEARS 2017-2021

MASTER AGREEMENT

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

INTERLOCAL COOPERATIVE PARTNERSHIP SERVICES FOR  
FISCAL YEARS 2017-2021

This Master Agreement ("Agreement") made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a public body corporate of the state of Florida, hereinafter referred to as "SCHOOL BOARD."

WITNESSETH

WHEREAS, COUNTY and SCHOOL BOARD actively support and endorse the concept of working together to provide services to students, parents, educators, and the Broward County Community; and

WHEREAS, COUNTY and SCHOOL BOARD desire to support the National Initiative "Connected Library Challenge" so that every child enrolled in school can receive a library card and have access to the books and learning resources of America's public libraries.

WHEREAS, COUNTY and SCHOOL BOARD jointly promote and support learning, creativity, and discovery programs and collaborate to maximize opportunities for professional development.

WHEREAS, COUNTY and SCHOOL BOARD wish to provide the cooperative partnership services described herein for the term of this Agreement; and

WHEREAS, COUNTY and SCHOOL BOARD have determined that entering into this Agreement is in the best interest of both parties and serves a public purpose; NOW, THEREFORE,

IN CONSIDERATION of the premises and of the mutual terms, conditions, promises, and covenants herein set forth COUNTY and SCHOOL BOARD agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement: means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board: shall mean the Board of County Commissioners of Broward County, Florida, which is the governing body of Broward County government created by the Broward County Charter.
- 1.3 Contract Administrators: means for COUNTY, the Director of the Broward County Libraries Division or the Assistant Director of the Broward County Libraries Division and for SCHOOL BOARD, the Superintendent of Schools, or the Superintendent's designee. The primary responsibilities of COUNTY's Contract Administrator are to coordinate and communicate with SCHOOL BOARD and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the respective Contract Administrators; provided however, that such instructions and determinations do not change the Scope of Services.
- 1.4 Project: The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 COUNTY and SCHOOL BOARD shall perform all work identified in this Agreement. The parties agree that the Scope of Services is a description of the parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by the parties impractical, illogical, or unconscionable.
- 2.2 COUNTY and SCHOOL BOARD acknowledge and agree that the Contract Administrators have no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 COUNTY and SCHOOL BOARD agree that both parties shall cooperatively promote the following programs:
- 2.3.1 COUNTY's Annual Learning Programs including but not limited to, StoryBook Festival, Maker Fairs, BookFest, EMU College Club, early literacy and family reading programs. These programs provide educational support to students, and bring literacy events, authors, illustrators and storytellers to area libraries and communities.
- 2.3.2 As a Partner in Education for the SCHOOL BOARD, COUNTY will support SCHOOL BOARD's annual Reading Motivational Programs, Career Days and other SCHOOL BOARD literacy activities for all ages.
- 2.4 COUNTY and SCHOOL BOARD agree that both parties through information sharing, training, and joint programs, shall cooperatively provide the following activities:
- 2.4.1 The County's Summer Learning Program will be supported as the primary joint summer program for both entities. SCHOOL BOARD's support shall include support and information distribution by teachers and school library media specialists to the schools' students and staff.
- 2.4.2 The COUNTY and SCHOOL BOARD will support the creation and implementation of a dual use public library card that students may use with parent consent, to access COUNTY's digital resources. Implementation will include joint promotion of the dual use public library card registration, electronic data sharing and protection of student personally identifying information as detailed in Section 2.5.
- 2.4.3 The SCHOOL BOARD shall obtain prior consent from the parent/guardian or student age 18 or over prior to disclosing any information from education records to COUNTY. The only types of information to be

disclosed, pursuant to the consent are: student's First and Last Name, Student ID number, School Grade Level, Name of Most Recent School Attended, and Email Address (if available). The COUNTY will not use the information for any other purpose (including marketing) except to provide the stated library services to the students.

- 2.4.4 The COUNTY and SCHOOL BOARD agree to work collaboratively to avoid duplication of services regarding literacy classes, including Adult Education for Speakers of other Languages (ESOL), General Educational Development (GED) or Adult Basic Education (ABE), or other classes. COUNTY and SCHOOL BOARD agree that space shall be provided for these classes at the most appropriate site, subject to prior approval of either COUNTY or SCHOOL BOARD, depending on the location of the available site.
  - 2.4.5 COUNTY will offer 2 - 3 opportunities annually for display of school projects and performances at COUNTY's libraries. Such programs enhance outreach efforts into the community and help the public become more knowledgeable about various schools' activities. SCHOOL BOARD acknowledges that the use of COUNTY Library meeting rooms and exhibit space are subject to COUNTY policies and Broward County Libraries Division procedures.
  - 2.4.6 SCHOOL BOARD will offer COUNTY opportunities to share information about library resources at parent engagement activities in various areas of the county.
  - 2.4.7 To better support school and library initiatives, the COUNTY and SCHOOL BOARD agree to share information regarding professional development opportunities and encourage participation in relevant training opportunities by reserving two (2) spaces for the other party's use. COUNTY and SCHOOL BOARD STAFF also agree to review a limited list of training materials at staff meetings, and allow staff from one institution to present brief information on major initiatives.
  - 2.4.8 The COUNTY and SCHOOL Board agree to create a joint timeline for major programs, initiatives, and annual meetings detailing deadlines and key staff to better support joint program planning and individual initiatives.
- 2.5. **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with the SCHOOL BOARD under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g), and any other state or federal law or regulation regarding the confidentiality of student information and records. The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and FERPA and its

implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SCHOOL BOARD shall be limited to that which is necessary to effectively serve the student. The COUNTY and SCHOOL BOARD participating in this Agreement further agrees to:

- 2.5.1 Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws.
- 2.5.2 Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.
- 2.5.3 Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and
- 2.5.4 Any employees, appointees or agents of each party to this Agreement who are granted access to shared student records and have questions pertaining to FERPA may view a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:  
<http://www2.ed.gov/policy/gen/guid/ptac/index.html>,  
<http://ptac.ed.gov/> including,  
<http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>
- 2.5.5 Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements stated herein above.
- 2.5.6 To the extent permitted by law, each such party agrees, for itself, officers, employees, agents, representatives, contractors or subcontractors, to

fully indemnify and hold harmless SCHOOL BOARD and its officers and employees, for any violation of this section, including, without limitation, defending SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SCHOOL BOARD 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

- 2.5.7 This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to SCHOOL BOARD or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SCHOOL BOARD.
- 2.6 SCHOOL BOARD shall work collaboratively with COUNTY to disseminate information of mutual interest, through channels such as ParentLink (Robocalls), School Morning Announcements, Email Messages, Cable TV broadcasts of County Commission meetings, BECON (SCHOOL BOARD's Instructional Television system), WKPX, (SCHOOL BOARD's Radio Station) and other communication avenues, as deemed appropriate by the parties.
- 2.7 When mutually beneficial to SCHOOL BOARD and COUNTY, they shall continue to seek additional cooperative partnership activities and expand those listed in this Agreement. The parties' immediate efforts shall focus on sharing resources and connecting all Broward County schools and Broward County Public Libraries to increase access to community resources.
- 2.8 DISPUTES AND RESOLUTION: The parties agree that resolution of any dispute under this Agreement shall be determined by a majority vote of a committee consisting of COUNTY's Director of the Libraries Division, SCHOOL BOARD's Deputy Superintendent or Designee for Educational Programs, COUNTY's ~~Main Library Manager~~, Assistant Director, and SCHOOL BOARD's Supervisor of Library Media Programs.

### ARTICLE 3

#### TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date of execution by both parties and shall end on September 30, 2021, unless terminated earlier in accordance with the provisions of Article 8 herein. However, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.
- 3.2 All duties, obligations and responsibilities of COUNTY and SCHOOL BOARD required by this Agreement shall be completed no later than the last day of the term of this Agreement. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by the Agreement.

### ARTICLE 4

#### COMPENSATION

SCHOOL BOARD will contribute \$75,000.00 on October 1<sup>st</sup>, in the first year of this agreement, to support the purchase of electronic resources for use by the students and the public. Contract Administrators or their designees shall determine annually the electronic resources that will be added to the Broward County Library collection. In Years 2, 3, 4, and 5, the SCHOOL BOARD will contribute \$1 per FTE student whose parent or guardian has Opted-In to the BCL Digital Direct Student Library Card program. SCHOOL BOARD contributions in Years 2, 3, 4, and 5 will not exceed \$100,000.00.

SCHOOL BOARD will contribute \$25,000 annually on October 1<sup>st</sup> for a joint Summer Learning Program to address summer learning loss.

### ARTICLE 5

#### CHANGE IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by written amendment executed by the parties in accordance with Section 9.16 below.

### ARTICLE 6

#### GOVERNMENTAL IMMUNITY

COUNTY and SCHOOL BOARD are state agencies or political subdivisions of the state of Florida as defined in Chapter 768.28, Florida Statutes, and each party agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable or as a waiver of any rights or limits to liability existing under Section 768.28, Florida Statutes. Nothing



herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

## ARTICLE 7

### INSURANCE

Upon execution of this Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

**Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

- a) Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence \$2,000,000 General Aggregate. Each party shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.
- b) Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, Self-insured worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- c) Automobile Liability Insurance: Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.
- d) Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

## ARTICLE 8

### TERMINATION

- 8.1 This Agreement may be terminated for cause by action of COUNTY or by SCHOOL BOARD if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach, or for convenience by action of COUNTY or SCHOOL BOARD upon not less than thirty (30) days' written notice by COUNTY's Contract Administrator or SCHOOL BOARD's Contract Administrator. This Agreement may also be terminated by COUNTY's Contract Administrator upon such notice as COUNTY's Contract Administrator deems appropriate under the circumstances in the event COUNTY's Contract Administrator determines that termination is necessary to protect the public's health, safety, or welfare.
- 8.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the parties as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by COUNTY's Contract Administrator deemed necessary to protect the public's health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

## ARTICLE 9

### MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS.

All reports, photographs, surveys, and other data and documents provided or created about this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by COUNTY or SCHOOL BOARD, whether finished or unfinished, shall become property of COUNTY and shall be delivered by SCHOOL BOARD to COUNTY's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to SCHOOL BOARD shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS.

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Project. Each party shall keep such books, records, and accounts as maybe necessary to record complete and correct entries related to the Project.

Each party shall preserve and make available, at reasonable times for examination and audit by the other party, all financial records supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, (Chapter 119, Florida Statutes) if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by one party to be applicable to the other party's records, such party shall comply with all requirements thereof; however, such party shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for either party's disallowance of payment and recovery of any payment upon such entry.

9.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT.

COUNTY and SCHOOL BOARD shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. COUNTY and SCHOOL BOARD shall affirmatively comply with all applicable provisions of the American's with Disabilities Act (ADA) during providing any services funded by either party, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, COUNTY and SCHOOL BOARD shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

COUNTY and SCHOOL BOARD decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, gender identity and expression, pregnancy, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

COUNTY and SCHOOL BOARD shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

9.4 INDEPENDENT CONTRACTOR.

Each party is an independent contractor under this Agreement. Services provided by either party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.5 THIRD PARTY BENEFICIARIES.

Neither SCHOOL BOARD nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, 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 either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.6 NOTICES.

FOR COUNTY:

Director, Broward County Libraries Division  
100 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR SCHOOL BOARD:

Superintendent of Schools  
Broward County School Board  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

9.7 ASSIGNMENT AND PERFORMANCE.

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, neither party shall subcontract any portion of the work required by this Agreement. Each party represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to the other party's satisfaction.

Each party shall perform its duties, obligations, and services under this Agreement in a skillful and respectful manner.

9.8 CONFLICTS.

Neither COUNTY, nor SCHOOL BOARD, nor their respective employees shall have or hold a continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with such party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

COUNTY and SCHOOL BOARD agree that none of their officers or employees shall, during the term of this Agreement, serve as an expert witness against the other party relating to this Agreement, serve as an expert witness against the other party relating to this Agreement in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, each party agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party in connection with any such pending or threatened legal or administrative proceeding relating this Agreement. The limitation of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding.

9.9 MATERIALITY AND WAIVER OF BREACH.

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.

Either 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.

9.10 COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 SEVERANCE.

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective

unless COUNTY or SCHOOL BOARD elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.12 JOINT PREPARATION.

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligation herein and that the preparation of this Agreement has been their joint effort. The language agreed to express 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.

9.13 PRIORITY OF PROVISIONS.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or event referred to herein or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, SCHOOL BOARD and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

9.15 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 the Board and SCHOOL BOARD or others delegated authority to or otherwise authorized to execute same on their behalf.

9.16 PRIOR AGREEMENTS.

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.17 MULTIPLE ORIGINALS.

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2017, and THE SCHOOL BOARD OF BROWARD COUNTY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

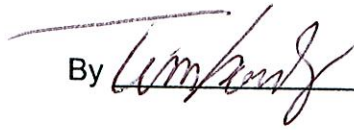
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2017

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JONI ARMSTRONG COFFEY, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By  8/9/17  
(Date)

By  8/11/17  
Scott Andron (Date)  
Assistant County Attorney

By  8/14/17  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney



MASTER AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD  
OF BROWARD COUNTY, FLORIDA FOR INTERLOCAL COOPERATIVE  
PARTNERSHIP SERVICES FOR FISCAL YEARS 2017-2021



(Corporate Seal)

SCHOOL BOARD

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

By Abby M. Freedman  
Mrs. Abby M. Freedman, Chair

ATTEST:

By Robert W. Runcie  
Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

Janette M.

By Janette M. Smith, Esq.

Office of the General Counsel

Digitally signed by Janette M. Smith, Esq.  
DN: cn=Janette M. Smith, Esq., o=The School  
Board of Broward County, Florida, ou=General  
Counsel's Office,  
email=janette.smith@browardschools.com, c=US  
Date: 2017.05.26 14:28:48 -04'00'