

**Agreement to Distribute Proceeds from Stop Child Abuse License Plate
And Voluntary Contribution Program**

Agreement made this 1st day of July 2017, 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, a political subdivision of the State of Florida 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), Florida Statutes, provides that the FNCAC shall 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, Florida Statutes;

WHEREAS, Section 320.02(15)(n), Florida Statutes, provides that the FNCAC shall distribute the proceeds from the Voluntary Contribution Program equitably among the network members, as determined by the board of directors of the FNCAC.

WHEREAS, Section 39.3035(3), Florida Statutes, 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), Florida Statutes are met and the screening requirement of subsection 39.3035(2), Florida Statutes, is met; and

WHEREAS, Section 39.3035(3), Florida Statutes, provides that the FNCAC shall be responsible for tracking and documenting compliance with subsections 39.3035(1) and (2), Florida Statutes, 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 pursuant to the Stop Child Abuse License Plate under this Agreement from the FNCAC shall be \$10,068.74, plus an additional \$657.09 to amend the award amount received in 2016. The amount of the funds awarded the CAC pursuant to the Voluntary Contribution Program under this Agreement from the FNCAC shall be \$2,038.46, plus an additional \$657.09 to amend the amount distributed in 2016. The funds totaling \$13,421.38 will be distributed to the CAC upon execution of this Agreement.

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**

**Broward County, a political subdivision of
the State of Florida**

Cindy R. Vallely
Executive Director

Beam Furr
Mayor

**Reviewed and approved as to form:
Andrew J. Meyers, County Attorney**

By K. Gordon 12/18/17
Karen S. Gordon, Assistant County Attorney

By S. Thorsen 12/18/17
Sharon V. Thorsen, Senior Assistant County Attorney