

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

Agreement is made 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, acting through its Nancy J. Cotterman Center, a Children's Advocacy Center as defined in Section 39.3035, Florida Statutes (hereinafter referred to as the "County"):

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(16)(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 County, in consideration of the mutual promises contained in this Agreement, agree as follows:

Section 1. Date of Award. The effective date of the award from the FNCAC to the County shall be the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature.

Section 2. Amount of Award. The amount of the funds awarded the County pursuant to the Stop Child Abuse License Plate under this Agreement from the FNCAC shall be \$6,672.54. The amount of the funds awarded the County pursuant to the Voluntary Contribution Program under this Agreement from the FNCAC shall be \$1,922.02. FNCAC will distribute the funds to County upon County's validly signing this Agreement.

Section 3. Compliance with Statutory Requirements. By signing this Agreement, the County 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 County fails to comply with the standards or screening requirements set forth in subsections (1) and (2) of Section 39.3035, Florida Statutes, the County shall immediately notify the FNCAC. Failure to comply with those standards and screening requirement shall require the County 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 County and an authorized corporate officer or employee of the FNCAC.

IN WITNESS WHEREOF, each party is signing this Agreement on the day, month, and year stated below that party's signature.

**Florida Network of Children's Advocacy
Center**

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

Cindy Vallely
Executive Director

Signature of Authorized Representative

Date

Print Name of Authorized Representative

Title

Date

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

By K. Gordon 12/27/18
Karen S. Gordon, Assistant County Attorney