

INTERAGENCY AGREEMENT
Between
FIRST STEP OF SARASOTA, INC.
And

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

This Agreement entered into this 6TH day of APRIL, 2016, effective November 1, 2015, by and between the First Step of Sarasota, Inc., 4579 Northgate Court, Sarasota Florida 34234, hereinafter referred to as First Step and The School Board of Sarasota County Florida, 1960 Landings Boulevard, Sarasota, Florida 34231, hereinafter referred to as the "School Board."

PURPOSE

The purpose of this Agreement is to delineate the relationship and responsibilities shared by First Step and the School Board regarding Drug Free Youth (D-FY) services provided, with parental permission, to students at Sarasota High Schools and Middle Schools. The D-FY provides substance abuse prevention services for all students who choose to commit to being drug and alcohol free and enroll in the program. Students agree to submit to a drug screen at enrollment, randomly during the academic year and annually to renew membership. Local business partners agree to support D-FY students by providing discounts and other perks for members who present their membership card.

RESPONSIBILITIES:

The School Board shall:

1. Provide access to a location where D-FY can enroll and drug screen students ;
2. Assign a point of contact on campus to assist with notifying students of enrollment dates, event announcements and general coordination;
3. Support D-FY student recruitment on campus

First Step-D-FY shall:

1. Receive written parental permission for all students enrolling in the D-FY program
2. Provide Staff/volunteers who will assist with D-FY enrollment including drug screening
3. Actively participate in meetings that pertain to the D-FY program on campus
4. Identify a D-FY point of contact within our organization
5. Assist with the development of business partners that support D-FY
6. Coordinate any D-FY events with campus leadership
7. Assist in the detection of "at risk" students and development of plans to prevent further psychological or academic deterioration.
8. Provide faculty and staff training on the early identification of student "at risk" behavior.
9. Coordinate community linkage and referrals to services that support student behavioral improvement
10. Attend school staffings and maintain contact with School Board personnel including School Resource Officers, teachers, guidance counselors, and school administrators as appropriate;
11. Assure that all volunteers, employees or agents who will be present on school grounds are fingerprinted and have their backgrounds checked as provided by Florida law. FIRST STEP will furnish the results of all background checks to the School Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. FIRST STEP will further immediately furnish to the School Board any notifications of arrests it

receives with respect to volunteers, employees or agents who are present on school grounds. FIRST STEP will bear the cost of the fingerprinting/background checks. The School Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School Board pursuant to Florida law. Like other visitors to school grounds, FIRST STEP volunteers, employees or agents will also be subject to RAPTOR screening on school campuses. Additionally, any mentor must sign in and out of PALS count each time they are on campus to mentor.

12. Hold harmless, indemnify, and defend the School Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost expense or damage, which may be asserted, claimed or recovered against or from the School Board, its agents or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity beyond the statutory waiver as the same may be amended from time to time.
13. During the term of this Agreement, FIRST STEP shall maintain general liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person: THREE HUNDRED THOUSAND (\$300,000) per occurrence with the School Board listed as co-insured. As evidence of such insurance coverage FIRST STEP shall furnish the School Board with a Certificate of Insurance prior to commencing any services under this Agreement.

ADDITIONAL TERMS OF THIS AGREEMENT

1. This Agreement shall be effective as of November 1, 2015, and remain in effect through June 30, 2016. This Agreement may be modified only with the written consent of both parties. Any party hereto may terminate this Agreement at any time without cause upon written notice thirty (30) days in advance of the desired date of cancellation.
2. The relationship between the School Board and FIRST STEP, its employees and agents, shall be that of an independent contractor, and not that of employer/employee or joint ventures.
3. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the Board at: 1960 Landings Boulevard, Sarasota, Florida 34231, Attention: Superintendent and to FIRST STEP at 4579 Northgate Court, Sarasota, FL 34234 or at such other address as either party may direct in writing.
4. The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
5. There will be no cost to the School Board for FIRST STEP providing services hereunder.


By: David J. Beesley, President/CEO
First Step of Sarasota, Inc.

4-5-16
Date

By: Shirley Brown, Chair
The School Board of Sarasota County, Florida

Date

Approved for Legal Content,
March 24, 2016 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS: Certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest National Insurance Company	10120
	INSURER B: Capitol Specialty Insurance Corporation	10328
	INSURER C: Wesco Insurance Company	25011
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
**First Step Of Sarasota, Inc.
4579 Northgate Court
Sarasota, FL 34234**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	8500000317-151	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		8500000317-151	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		HS20142106-02	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	FITWC-33937-2015	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liab.		8500000317-151	10/01/2015	10/01/2016	Limit \$1,000,000/ 3,000,000
A	Abuse/Molestation		8500000317-151	10/01/2015	10/01/2016	Limit \$1,000,000/ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The School Board of Sarasota County Florida is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER	CANCELLATION
The School Board of Sarasota County Florida 1960 Landings Boulevard Sarasota, FL 34231	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Erving Cooper</i>

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