#### **Interagency Agreement**

Faces of Accomplishment, Inc. 741 S. Orange Ave. Sarasota, FL 34236

&

# The School Board of Sarasota County, Florida 1960 Landings Blvd. Sarasota, FL 34231 (941) 927-9000

This Agreement is entered into this <u>7th</u> day of <u>February</u> 2017, by and between Faces of Accomplishment, Inc. ("FOA") and the School Board of Sarasota County, Florida ("The Board").

Purpose: One to one mentoring for at-risk students in Sarasota County Schools.

### Faces of Accomplishment, Inc. agrees to:

- 1. Screen every FOA applicant. This assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting.
- 2. Provide volunteer training for each accepted FOA volunteer.
- 3. Assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida Law. FOA will furnish the results of all background checks to The Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. FOA will further immediately furnish to The Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. FOA will bear the cost of the fingerprinting/background checks. The 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 Board pursuant to Florida law. Like other visitors to school grounds, FOA volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.
- 4. Hold harmless, indemnify, and defend The 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 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 the 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 in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the Board to affect, limit, or reduce the protection afforded the Board under Florida law.
- 5. Provide a minimum of \$500,000 comprehensive general liability insurance naming The Board as an additional insured. As evidence of such insurance coverage, FOA shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.

#### The Board agrees to:

- 1. Upon securing appropriate parental consent, refer to FOA students who have an identified need for a mentor.
- 2. Attempt to procure the permission of the student's parent for participation in the FOA program.
- 3. Assist in scheduling of the mentored student's time.
- 4. Upon securing appropriate parental consent, provide FOA the student's grade and behavior feedback for measuring outcomes.
- 5. Provide space for mentors and students to meet.
- 6. Provide an area for training volunteer mentors.

#### Both parties agree to:

- 1. There will be no cost to The Board for FOA providing services hereunder.
- 2. That FOA is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- 3. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- 4. Any additions, changes, deletions or modification to this Agreement must be agreed upon in writing by both parties.
- 5. This Agreement shall commence on <u>February 8, 2017</u> and terminate <u>June 6, 2017</u>. Either party may terminate this Agreement at any time without cause by giving thirty days' notice to the other party.

# School Board of Sarasota County, Florida

| By:    |   | Date:      |
|--------|---|------------|
|        | Caroline Zucker   |            |
| lts:   | Chair   |            |
|        | ed for Legal Content  |            |
|        | / 24, 2017, by Matthews, Eastmoore,<br>Crauwels & Garcia, Attorneys for |            |
|        | nool Board of Sarasota County, Florida                                  |            |
| Signed | ASH   |            |
| Face   | s of Accomplishment, Inc.   |            |
| By: _  |   | Date:      |
|        | Chris Jones   |            |
| lts:   | President   |            |
|        |   | <b>N</b> . |
| By:    |   | Date:      |
|        | Merrill Bonder  |            |
| lts:   | Secretary   |            |