

**MEMORANDUM OF AGREEMENT BETWEEN
SCHOOL BOARD OF CLAY COUNTY, FLORIDA, AND
HANLEY CENTER FOUNDATION**

This Agreement is made and entered into on December 17, 2015, between the School Board of Clay County (SBCC) and Hanley Center Foundation for a general working agreement. All special program arrangements will be addressed through individual schools or the Interagency Memorandum of Agreement and processed through the ESE/Student Services Department.

WHEREAS, Hanley Center Foundation provides substance abuse prevention services to schools and communities throughout Florida, and

WHEREAS, the SBCC provides a full range of educational services to the residents of Clay County, and

WHEREAS, both Hanley Center Foundation and the SBCC wish to cooperate in the delivery of the Alcohol Literacy Challenge program which will result in mutual benefit to the children of Clay County, and

WHEREAS, both Hanley Center Foundation and the SBCC hold in the highest regard the recipients of these educational services and the needs of the community.

NOW THEREFORE, in consideration of these premises and mutual terms of this Agreement Hanley Center Foundation and the SBCC hereby agree as follows:

1. Duration: This Agreement shall commence on the date set forth above and shall remain in effect for three years (2015-2018) or the duration of the grant funding whichever concludes first.
2. Termination: This Agreement, or parts of this Agreement, may be terminated by either party at any time, upon no less than thirty (30) days written notice to the usual mailing address of either party.
3. Hanley Center Foundation commits to:
 - Provide data analysis of the effectiveness of Alcohol Literacy Challenge (ALC) program at the end of each school year.
 - Provide curriculum, materials and staff to implement ALC and Active Parenting.
 - Follow all fidelity guidelines while implementing the program.
 - Provide additional resources to administrators, staff and teachers as requested throughout the grant cycle.
 - To comply with the requirements of the Jessica Lunsford Act and Florida Statutes 1012.465, 1012.467 and 1012.467 by requiring that all Hanley Center Foundation personnel who come in contact with students, or who enter upon any SBCC school

campus where students are present, are fingerprinted and have passed a Level II background check at no cost to the SBCC.

- Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government officers, agents, subcontractors, sub-subcontractors, materialman or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.
- The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision:

To provide and maintain at all times during the term of this Agreement, without cost or expense to SBCC, policies of insurance generally known as comprehensive general liability insurance with contractual coverage, tort coverage, and malpractice liability coverage for professional liability, in an amount not less than one million dollars (\$1,000,000.00) for any single incident or occurrence, and property damage liability insurance coverage in an amount not less than one hundred thousand dollars (\$100,000.00), for any claim or injury arising out of or connected with this Agreement. Insurance certificates must be with a company that has an A- or better rating and must make the SBCC an additionally insured as well as the Certificate Holder. Hanley Center Foundation shall maintain similar liability insurance on its employees who provide services to students. SBCC shall be entitled to thirty (30) days written notice of any changes or cancellation in the insurance policies. Failure of Hanley Center Foundation to provide and maintain said policies or insurance shall be considered a material default under this Agreement and shall warrant immediate termination by SBCC and an action for damages. A copy of each such insurance policy shall be filed with the Director of ESE/Student Services within thirty (30) days of signing of this Agreement. Hanley Center

Foundation further agrees to provide and maintain Workers' Compensation Insurance as required by Florida Statutes, Chapter 440.

4. SBCC will commit to:

- Fully participate in the implementation of the classroom program each of the three years (2015-2018).
- Provide district-wide support of the programs to parents through newsletters or emails informing parents of appropriate environmental messages.
- Communicate/Post the environmental messages to students which will include positive messaging aimed at reducing underage drinking.

IN WITNESS THEREOF, the above mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.

HANLEY CENTER FOUNDATION

SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

Christopher Glymph, MPH
Prevention Coordinator, Northeast Region

Johnna McKinnon, Chair

Date: _____

Date : _____