

fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIV. SEVERABILITY

- 68. Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XV. AMENDMENTS

- 68. Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form OEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

XV. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

Warranty of Authority. Each person signing this contract warrants that he or she is duly fully authorized to do so and to bind the respective party to the contract.

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other
Authorized Representative**

☐ By Electronic Signature

Title Superintendent

Print Name Mark Porter

March 31st, 2020

Date

**Provider's Additional Signatory (If required by
the Provider)**

☐ By Electronic Signature

Title Executive Director of Teaching
& Learning

Print Name Theresa Axford

March 31st, 2020

Date

Marla Russell

Provider's Additional Signatory (If required by the Provider)

☐ By Electronic Signature

Print Name Marla Russell

March 31st, 2020

Title Early Childhood Coordinator/
Supervisor

Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

Signature of Authorized Coalition Representative

☐ By Electronic Signature

Print Name

March 31st, 2020

Title

Date