

**GRANT AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND  
THE SCHOOL BOARD OF BROWARD COUNTY**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between the City of Deerfield Beach, Florida, (the "CITY") and The School Board of Broward County (the "GRANTEE"), as follows:

WHEREAS, the GRANTEE submitted to the CITY a community participation grant application in compliance with Resolution No. 2009/16; and

WHEREAS, on December 5, 2017, the Deerfield Beach City Commission passed Resolution No. 2017/164, authorizing the City Manager to allocate \$5,000.00 (the "Grant Funds") to GRANTEE to be used for Deerfield Beach High School as a Community Participation Grant for FY 2017-2018; and

WHEREAS, Resolution No. 2009/16 requires the Grantee to enter an agreement with the CITY before receiving the Grant Funds.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, the CITY and the GRANTEE hereby agree as follows:

- 1. Recitations.** The above recitations are true and accurate and are hereby made a part of this Agreement.
- 2. Scope of Services.** The Grant Funds will be used to assist the school marching band to enhance activities and travel for all band members as well as purchase band uniforms, as further detailed in the scope of services attached as Exhibit "A", which is incorporated herein by reference (collectively, the "Scope of Services").
- 3. Purpose of this Agreement.** The purpose of this Agreement is to provide financial assistance to the GRANTEE for completion of the Scope of Services, to state the terms and conditions upon which Grant Funds will be provided, and to set forth the manner in which the Scope of Services will be undertaken and completed.
- 4. Term.** This Agreement shall be effective from the date of execution by all parties until September 30, 2018, unless terminated earlier as provided in this Agreement (the "Term"). At the expiration of the Term, any unexpended Grant Funds paid under this Agreement shall be returned to the CITY within ten (10) days from the Term's expiration.
- 5. Payment.** The CITY agrees to provide the GRANTEE the Grant Funds for an amount not to exceed \$5,000.00 for the Scope of Services during the Term, to be expended in accordance with Exhibit "A".

**6. Termination for Convenience.** The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven (7) days' notice to GRANTEE. In the event that either party gives notice of termination for convenience pursuant to this Agreement, GRANTEE shall, upon receipt of said notice, immediately cease all activities that may cause additional funds to be spent, and shall return all unexpended grant funds to the CITY within ten (10) days from the date of termination.

**7. Coordination of Services.** The CITY's primary representative/liason during the performance of this agreement shall be the City Manager or his designee.

**8. Notices.** Any notices or documents provided for in this Agreement shall be in writing to address set forth below:

CITY: Burgess Hanson, City Manager  
150 NE 2 Street  
Deerfield Beach, FL 33441

With a copy to: Andrew Maurodis, City Attorney  
Weiss, Serota, Helfman, Cole & Bierman P.L.  
1200 N Federal Highway Suite 312  
Boca Raton, FL 33432

GRANTEE: Grants Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33441

With a copy to: John Marlow, Principal  
Deerfield Beach High School  
910 SW 15<sup>th</sup> Street  
Deerfield Beach, FL 33441

**9. Prior Agreements.** This agreement terminates any and all prior agreements between the parties, and any such agreements shall be of no further force and effect.

**10. Insurance:**

A. The GRANTEE shall carry and keep in force, at all times during the Term, an insurance policy affording general liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence. Said insurance policy shall be issued by companies licensed to do business in the State of Florida.

B. The GRANTEE shall provide to the CITY certificates showing the required coverage to be in effect prior to commencing any work under this Agreement. The

certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the CITY or as provided in accordance with Florida law.

C. GRANTEE must comply with this section before the CITY will allocate Grants Funds to GRANTEE.

**11. Indemnification:** the GRANTEE shall indemnify and hold harmless the CITY, its directors, commissioners, officers, agents, volunteers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, in connection with or arising directly or indirectly out of the acts or omissions of the GRANTEE and other persons employed or utilized by the GRANTEE, to the fullest extent permitted by law. This paragraph shall survive termination of this agreement. Nothing in this Agreement is intended to serve as a waiver of Sovereign Immunity under s. 768.28, F.S., or other defenses and immunities available by law, nor shall anything included in this Agreement be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other agreement.

**12. Representation Of Authority:** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**13. Jurisdiction And Venue:** Any dispute arising from this Agreement is to be resolved according to Florida law, which controls same, and such disputes may be litigated only in the courts having jurisdiction in and over Broward County Florida.

**14. Audit Right And Retention of Records**

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the GRANTEE and its subcontractors that are related to the Scope of Services. The GRANTEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the GRANTEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the GRANTEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The GRANTEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida

Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the GRANTEE's and its subcontractors' records, the GRANTEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the GRANTEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

C. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

D. The GRANTEE shall:

- i. Keep and maintain public records required by the CITY to perform the Scope of Services.
- ii. Upon request by the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the GRANTEE does not transfer the records to the CITY.
- iv. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the GRANTEE or keep and maintain public records required by the CITY to perform the Scope of Services. If the GRANTEE transfers all public records to the CITY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE or its subcontractors. Any

incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. GRANTEE shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

15. **Assignment.** Neither party to this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.
16. **Compliance with Law.** The GRANTEE shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Scope of Services. Execution of this Agreement constitutes a certification that the GRANTEE is in compliance with all requirements imposed by applicable federal, state, and local laws and regulations.
17. **Materiality and Waiver of Breach.** The CITY and the GRANTEE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. The CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed.

**FOR CITY**

ATTEST:

CITY OF DEERFIELD BEACH,  
FLORIDA, a municipal  
corporation of the  
State of Florida.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Burgess Hanson, City Manager

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Andrew Maurodis, Esq., City Attorney

**FOR GRANTEE**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_

ATTEST:

Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

**Janette M. Smith**

Digitally signed by Janette M.  
Smith

Date: 2018.03.19 12:44:38 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

A. GRANTEE's name, address and federal employer identification number

The School Board of Broward County, Florida as operator of Deerfield Beach High School;  
910 Buck Pride Way, Deerfield Beach, FL 33441; 59-6000530

B. Give a detailed description of the services and/or goods sought to be provided with the Grant Funds

**Transportation:** Many of the learning opportunities occur outside of the school. Your support will literally help hundreds of students through the discipline and enjoyment of the tremendously successful band program at Deerfield Beach High School. There are many field trips that the band takes for competition, parades, football games, and post-secondary auditions. Below are the Florida Bandmasters Association (FBA) Music Performance Assessments (MPA) attended throughout the year:

- Marching MPA
- High School Concert MPA
- Jazz Band MPA
- Chorus MPA
- Orchestra MPA
- Solo & Ensemble

In addition to the evaluations/competitions, we enjoy supporting our community. The band attends parades and functions for the city to showcase students' talents and entertain community members. It is great to provide our students with the experience to represent the community they live. The expenses for transportation are costly because of it takes numerous buses to attend events and to pay for drivers.

**Uniforms:** Having a new uniform and a clean uniform instills pride in the student, pride in the school, and pride in the community. Band is one of the most active elective and extra-curricular class on any school campus. The immense cost alone makes uniform purchases something that must be planned with great care and consideration, and factors like design, durability, and maintenance only serve to further complicate the planning and buying process. Also, schools must be cognizant of maintenance of the uniforms to so that they stay in clean and durable condition. This cost band program thousands of dollars, which include cleaning, alterations, fixing uniforms, providing warm-suits for weather and less wear and tear on uniforms, t-shirts, and shoes. Because of the financial difficulties many Broward schools are facing, we have to plan years in advance so the money could be put into the budget to incur costs for uniforms and clothing for students of the band. Deerfield Beach High School realizes that in hard economic times it is hard to raise the large amount of money necessary for new uniforms; however, we are working with partners to be able to support our students, community, and band program.



C. Give a description of the needs in the community which would be served by the above-described services/goods

Throughout the years, the Deerfield Beach High School Band has increased in size and popularity. This has allowed for many students to become a member of their community. The band has received many awards and represented the school and city with distinction. Due to the increase in student participation, school-based fees associated with hosting the band program have amplified. The school requests support from external stakeholders to support these base costs and keep the band program open for every interested participant. Studies have shown that high school students who participate in sports, band, or afterschool activities gain interpersonal and life skills that contribute to their success as adults.

D. Provide a detailed costs-budget, with costs broken down and itemized as specifically as possible

<b>Item</b>	<b>Amount</b>	<b>Cost</b>
Uniforms	100 items/warm-ups	\$2,000.00
Transportation	14 4-hour trips	\$3,000.00