



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-06-25 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	LL. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Athletics

Special Order Request
<input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda
<input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:

LL-8.

TITLE:

Agreement with Paragon Marketing Group, LLC for ESPN High School Football Kickoff

REQUESTED ACTION:

Approve Agreement between Paragon Marketing Group, LLC and The School Board of Broward County, Florida for Deerfield Beach High School's participation in the ESPN High School Football Kickoff. The game will take place on Saturday, August 24, 2019 at Traz Powell Stadium in Miami, Florida.

SUMMARY EXPLANATION AND BACKGROUND:

Paragon Marketing Group, LLC has invited Deerfield Beach High to play a football game against Carol City Senior High at Traz Powell Stadium in Miami, Florida on Saturday, August 24, 2019 as part of the ESPN High School Football Kickoff. Paragon Marketing Group, LLC intends to televise the football game live on ESPNU.
See Supporting Docs for continuation of Summary Explanation and Background.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Agreement has been executed by Paragon Marketing Group, LLC. This Agreement will be executed by Florida High School Athletic Association following School Board approval.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

There is a positive financial impact to Deerfield Beach High School in the amount of \$2,500. The Deerfield Beach High School Football Booster Club will cover any additional expenditures in relation to the trip to Miami, Florida.

EXHIBITS: (List)

(1) Summary Explanation and Background Continued (2) Paragon Marketing Group Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shawn M. Cerra	Phone: 754-321-2550
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
6/12/2019, 11:21:06 AM

Approved In Open Board Meeting On:
By:

JUN 25 2019

Heather P. Burkwood
School Board Chair

Continuation of Summary Explanation and Background

Pursuant to the Agreement, there is no cost to The School Board of Broward County, Florida. Paragon Marketing Group, LLC will pay \$2,500 in exchange for the grant of rights and Deerfield Beach High's participation in the event and telecast.

The ESPN High School Football Kickoff will increase national and regional attention for Deerfield Beach High and Broward County Public Schools. The School Board of Broward County, Florida has approved similar agreements for Blanche Ely, Coconut Creek, Cooper City, Cypress Bay, Dillard and Miramar High Schools.

The Best of Broward vs. Dade Football Game is now in its fourth year. Every year the location switches between Broward County and Dade County. Year one the game was played at Flanagan High. Year two the game was played at Traz Powell Stadium in Miami. Year three the game was played at Miramar High. This year the game moves back to Traz Powell Stadium. Based on the attached Agreement, this year's game will once again be televised by ESPN.



Paragon Marketing Group, LLC
5420 Old Orchard Road
Skokie, IL 60077
P 847.676.6550 F 847.676.6551
www.paragonmarketing.biz

June 10, 2019

Mr. Shawn Cerra
Director
Broward County Public Schools
600 SE Third Avenue
Fort Lauderdale, FL 33301

Dear Mr. Cerra:

The following will serve as an Agreement (“Agreement”) between Paragon Marketing Group LLC (“PMG”) and The School Board of Broward County, Florida (“BCPS”) on behalf of Deerfield Beach High School (“DBHS”) of Deerfield Beach, Florida in regards to DBHS participating in a boys’ varsity football game against Carol City Senior High (“CCSH”) of Miami, Florida on Saturday, August 24, 2019 (such football game, the “Event”). DBHS agrees to have its football team play in the Event according to the terms in this Agreement.

1. Event

The details of the Event are as follows:

- Event Name: ESPN High School Football Kickoff
- Sport & Level: Boys Varsity High School Football
- Teams: Deerfield Beach High School (FL) vs. Carol City (FL)
- Event Date: Saturday, August 24, 2019
- Kick-Off Time: 4:00PM EST*
- Venue: Traz Powell Stadium, Miami, Florida
- Television: Live Coverage on ESPNU*
- Halftime: 20 minutes

*Network and time are subject to change by ESPN if unforeseen circumstances arise

PMG intends to televise the Event live on ESPNU on Saturday, August 24, 2019 (“Telecast”). The telecast of this Event is contingent upon PMG and ESPN securing sufficient sponsorship dollars to fund the production of the Telecast. If sponsorship funding is not secured then PMG at its sole discretion has the right to cancel the Telecast. However the staging of the Event and all other responsibilities herein will remain intact between both parties regardless.

2. Event Staging and Venue

It is the intention of PMG and ESPN to have the Event take place Traz Powell Stadium in Miami, Florida (“Venue”). However, the site of the Event is contingent upon a site survey by PMG and ESPN. If either PMG or ESPN, in their sole opinion, do not find Traz Powell Stadium to be suitable for this Event, PMG has the right to move the event to another location mutually agreed upon by PMG, BCPS, DBHS and CCSH (and such parties will not unreasonably withhold, condition or delay such agreement) or cancel the Telecast.

CCSH and the Greater Miami Athletic Conference will stage the Event and incur all associated costs including but not limited to: venue rental, security, ticket sales, athletic trainers and game officials. In addition PMG will contract with CCSH to participate in the Event.

3. Television Production & Distribution

PMG intends to televise the Event live on ESPNU. The Event will be televised based upon PMG and ESPN finalizing an Agreement to televise the game and securing adequate sponsorship funding to support the Telecast. If the Event is televised, PMG and ESPN will incur and be responsible for all costs associated with the television production and distribution of the Event. ESPN retains the right to change the airtime and network. If the Telecast does not take place on one of the ESPN Networks, the Event and all other elements of this Agreement will still take place and be in effect as described herein.

4. Event Sponsors

It is PMG's intention to secure one (1) title sponsor as well as presenting sponsors for the Event and Telecast. In keeping with the theme of high school sports, PMG will not secure sponsors for the Event and Telecast in the following categories: alcohol, tobacco, gambling, prophylactics, or R- rated movies. Notwithstanding the foregoing, the parties acknowledge and agree that PMG will have no responsibility for the content of any advertising, marketing, or promotional materials used by any sponsor in connection with the Event.

5. Grant of Rights

BCPS hereby grants PMG:

A. Telecast Rights

The exclusive right to feature the DBHS football team in its Telecast of the Event on a live and/or tape delayed basis in any and all forms of media and to use the DBHS trademarks, logos and other identifying features to be provided to PMG ("the DBHS marks"), for the purpose of the Event, Telecast and all marketing, promotional and advertising activities related to the Event and Telecast. BCPS hereby recognizes that PMG will own the exclusive worldwide media rights including but not limited to television and internet in perpetuity to the Event as described herein. BCPS recognizes that PMG will transfer said rights to ESPN and that ESPN will be the sole owner of the Telecast, its copyright and all its constituent elements. BCPS also guarantees that it has secured appropriate rights for PMG to use the DBHS trademarks, logos and other identifying features to be provided to PMG for the purposes of the Event and Telecast.

As a result, it is understood that ESPN will have the exclusive, perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "distribute") the Event and its/their constituent elements and any other material pertaining to the Event in ESPN's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. ESPN also has the right to make reproductions of the Telecast and its/their constituent elements and to use, exhibit and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Telecast and/or its/their constituent elements into other works for commercial profit. However, BCPS has right of prior approval to:

- i. Any and all uses of the DBHS trademarks in connection with promotion and marketing of the Event and Telecast as controlled by PMG.
- ii. Notwithstanding the foregoing, BCPS recognizes that ESPN will promote the Telecast and may do so at its discretion without formal approval from BCPS as long as the

promotion is done in a manner that is consistent with industry-standard guidelines used for how the network promotes telecasts of high school and college football games.

B. Sponsorship and Sideline Rights

BCPS agrees and recognizes that PMG exclusively owns and controls all in-venue sponsorship rights, including but not limited to:

- i. Exclusive right to display sideline, end-zone and in-venue signage for national and local sponsors of the Event. BCPS and DBHS agree not to display camera and non-camera visible signage and on-field painted or marked advertising in the Venue that conflicts with PMG's sponsors in any and all advertising categories including but not limited to: insurance, athletic shoe, athletic equipment and apparel, automotive, deodorant and body wash, water and/or isotonic and/or supplement beverages and military.
- ii. Exclusive control of sideline and locker room beverages and the right to provide Water and/or Isotonic and/or supplement sports drinks and nutritional beverages and shakes, coolers, cups, squeeze bottles and bench towels to each team.
- iii. Exclusive right to stage on-site promotion for a branch of the armed services which would include the following:
 - i. Ceremonial Color Guard during the National Anthem.
 - ii. Use of commemorative coin in the pre-game coin toss.
 - iii. On-site recruiting table with pull-up bar.
 - iv. Inflatable drill sergeant display.

6. ESPN Production Requirements

BCPS will assist DBHS in providing the following materials and information to ESPN's production team at least ten (10) days prior to the Event:

- A. Player headshot photographs that follow the guidelines provided by ESPN.
- B. Information gathering lists that outline the High School's history and other pertinent information that ESPN's production team requires for the broadcast.
- C. Team Roster with positions.
- D. Coaches' questionnaire to be filled out by the Head Coach and top Assistant Coaches.
- E. Player questionnaires to be filled out by all players. Nothing in this questionnaire shall seek any information, including but not limited to grade point average, class schedule or medical information that is confidential and exempt pursuant to 1002.22 Fl. Stats. 1002.221 Fl. Stats., 20 U.S.C. 1232g, and 34 C.F.R. 99.01, *et seq*

7. Telecast Ownership

PMG owns all rights, title and interest in the Telecast in all media whether now known or hereafter devised, through the universe in perpetuity including without limitation, television, on-line webcast, motion picture films, newspapers and magazines and in all forms including without limitation, for advertising, publicity or promotional purposes. BCPS recognizes that PMG will fully transfer all rights, titles and interest in the Telecast to ESPN.

8. Telecast Sponsorship Revenue

BCPS recognizes and agrees that PMG will exclusively retain all Telecast related revenue including revenue generated from the sale of national and local sponsorships in the Event and Telecast.

9. BCPS Compensation

In-exchange for the grant of rights and DBHS's participation in the Event and Telecast, PMG will pay BCPS a rights fee of two thousand five hundred dollars (USD \$2,500.00) if the Event is broadcasted on ESPNU. Said rights fee will be paid to BCPS by September 24, 2019.

10. Florida High School Athletic Association and National Federation of High School Sports Clearances

BCPS will secure any Florida High School Athletic Association ("FHSAA") and National Federation of High School Sports ("NFHS") rights and permissions needed for the Event and Telecast to take place live on ESPNU and warrants that its participation in the Event and Telecast does not violate any FHSAA by-laws. PMG will pay the FHSAA fee for the rights to televise the Event. PMG will pay for NFHS fee for co-sponsored or titled event. BCPS and DBHS agree the Event will count as a regular season game.

11. Insurance

PMG will secure general liability insurance for the Event having a limit of at least \$1,000,000 for each occurrence and at least \$2,000,000 in the aggregate as well as property damage insurance having a limit of at least \$1,000,000. BCPS and DBHS will be listed as an additional insured and PMG will provide BCPS and DBHS with a certificate of insurance.

BCPS will secure and maintain General Liability having a limit of at least \$1,000,000 for each occurrence and at least \$2,000,000 in the aggregate and will name PMG and ESPN as additional insureds. BCPS will secure and maintain Athletic Participant Liability insurance with a minimum coverage amount of \$1,000,000 and will name PMG and ESPN as additional insureds.

BCPS understands and agrees the PMG does not carry separate Athletic Participant Liability or Excess Medical Insurance and that BCPS, in its sole discretion, is solely responsible for securing and maintaining such insurance and, further, that BCPS and DBHS have not received and have not relied upon any advice from PMG on any such decision to secure or not secure such insurance.

12. Representations and Warranties

BCPS represents and warrants to PMG that:

- A. It has the full power and authority to make and perform this Agreement.
- B. It has all rights necessary to its grant of rights to PMG in this Agreement.
- C. The making and/or performance of this Agreement does not violate any agreement with any third party.
- D. The rights PMG has acquired and its exploitation of those rights pursuant to this Agreement does not and will not infringe on or violate the rights of any third party.
- E. It will do nothing to interfere with or impair any of PMG's rights in this Agreement.
- F. It carries General Liability and Athletic Participant Liability Insurance Coverage. BCPS understands the PMG does not maintain excess medical coverage for this Event is hereby not liable for any injuries sustained by any BCPS and DBHS participants during the Event.

PMG represents and warrants to BCPS that it has the right to enter into this Agreement and perform all of its obligations pursuant to this Agreement.

13. Force Majeure

If the staging or the Telecast of the Event should be prevented or canceled due to any act of God, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or television equipment, or for any other reason beyond the control of PMG, BCPS or DBHS then neither PMG, BCPS nor DBHS shall be obligated in any manner to the other with respect to the Event or Telecast, but all other rights PMG may have in pursuant to this Agreement shall remain in effect and shall not be affected in any manner. If, however, the Event should be postponed or delayed, then PMG shall have the right to elect to Telecast the Event on its scheduled date in accordance with all of the terms hereof or to not Telecast the rescheduled Event, in which case PMG shall not be obligated in any manner to BCPS therefore.

14. SBBC Disclosure of Education Records

- a) SBBC will disclose records listed in this section to the ESPN Production team for the purpose of highlighting and featuring individual players throughout the game and Telecast. The ESPN Production team will not seek or share any sensitive information including but not limited to: players GPA, class schedule, and medical records.
- b) SBBC will disclose the following education records to the ESPN Production team:
 - i. Player headshot photographs
 - ii. Team rosters and positions
 - iii. Basic player bios – year in school, favorite subject, favorite food, etc.
 - iv. College interest
- c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records listed in this section.

15. Paragon Marketing Group, LLC Confidentiality of Education Records.

- a) Notwithstanding any provision to the contrary within this Agreement, Paragon Marketing Group, LLC shall:
 - i. Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - ii. Hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
 - iii. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

- iv. Safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
 - v. Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
 - vi. Notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - vii. Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
 - viii. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - ix. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - x. Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
 - xi. Securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- c) *Paragon Marketing Group, LLC* shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

16. Confidentiality

All financial terms and conditions of this Agreement will remain confidential between PMG and BCPS and will not be disclosed to any third party unless applicable state law requires release of such information.

17. No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

18. Equal Opportunity Provision

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

19. Public Records

Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

20. Agreement Administration.

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

Mr. Cerra, we appreciate your efforts and look forward to Deerfield Beach High School participating in what should be an outstanding football Event and Telecast. In the meantime, please feel free to call with any questions or comments.

If the terms of this Agreement are acceptable, please have an authorized representative of BCPS indicate its acceptance by signing below and returning a copy to my attention. This document will serve as a final

and binding Agreement between the parties and is contingent upon PMG also receiving a signed Event participation Agreement from CCSH. Notwithstanding all terms and conditions in this Agreement shall remain the same.

Very truly yours,

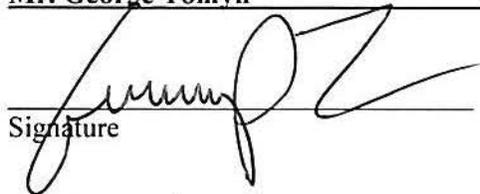
Paragon Marketing Group, LLC



By: Rashid Ghazi, Partner

Accepted and agreed by an authorized representative of the FHSAA who represents and warrants that he has the full right, power and authority to enter into this Agreement and to perform the obligations granted to PMG under this Agreement:

Mr. George Tomyn



Signature

Executive Director

Title

7-9-19

Date

Accepted and agreed by an authorized representative of The School Board of Broward County, Florida who represents and warrants that he/she has the full right, power and authority to enter into this Agreement and to perform the obligations granted to PMG under this Agreement:

(Corporate Seal)

The School Board of Broward
County, Florida

By Heather P. Brinkworth
Heather P. Brinkworth, Chair

Attest:

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

Approved As to Form and Legal Content

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq.
- kathelyn.jacques-adams@gbrowardschools.com
Reason: Paragon Marketing Group, LLC
Date: 2019.06.10 12:21:45 -0400'

Office of General Counsel