



# MOTOROLA SOLUTIONS FOUNDATION

October 17, 2019  
Western High School  
1200 SW 136 Ave.  
Davie, FL, 33325

Dear Christine Graf:

Congratulations! The Motorola Solutions Foundation ("Foundation" or "we/us/our") is pleased to award a grant to The School Board of Broward County, Florida for Western High School's ("Grantee" or "you/your") STEM Synergy program in the amount of \$45,000.00 USD. The Foundation is proud to include Western High School in our network of partners as we continue to support innovative public safety and technology and engineering education programs across the globe.

In awarding this grant, it is our understanding that the funds will be used for the following purpose (the "Authorized Purpose"): Western High School's STEM Synergy provides K-12 students with opportunities to develop both technical and soft skills in the field of engineering. STEM Academy students spark interest in STEM fields to approximately 250 students through community outreach, robotics competitions, and mentoring local middle and elementary school students through after-school Junior STEM programs. The two-week STEM Summer Institute offers STEM enrichment to students entering grades 4 through 9.

#### Next Steps:

To confirm your organization's agreement with the conditions set forth in the Addendum, please sign and submit this grant award agreement online at [www.cybergrants.com/motorola/evaluation](http://www.cybergrants.com/motorola/evaluation), within fourteen (14) days of the above date. Following receipt of the agreement, grant award checks will be mailed in the coming weeks.

The Foundation is committed to supporting organizations with strong evaluation plans and proven impact for those they serve. We can provide resources to help your organization strengthen its evaluation process to ensure a clear understanding of the impact of your efforts and our financial support.

#### Motorola Solutions Employee Engagement:

Employee engagement is a high priority for Motorola Solutions Foundation. The following is a [link](#) to submit a form for each upcoming program event and volunteer opportunity. Please submit a [form](#) for each event or volunteer opportunity that will be taking place over the next 12 months; all events will be promoted to our employees. We ask that you submit confirmed opportunities by October 15, 2019. The form will remain open year-round so please update as opportunities are confirmed. If you have further questions regarding employee engagement, please contact Andrea Bell, [andrea.bell@motorolasolutions.com](mailto:andrea.bell@motorolasolutions.com).

#### Promoting Your Grant Award:

Once this agreement is completed by your organization, you are welcome to promote your Motorola Solutions Foundation grant award. Attached is the communications toolkit to help your organization publicize your grant award. This year's [toolkit](#) provides simple and clear key messages you can customize to your grant and organization, instructions on how to handle media

queries and a template for press releases. We have also created ready-made social media templates that make it quick and easy for you to share the good news on Twitter, Facebook, Instagram, or LinkedIn. If you have any media or communications-related questions, please contact Sarah Packard at [sarah.packard@motorolasolutions.com](mailto:sarah.packard@motorolasolutions.com). If you plan to announce your grant award at an upcoming event, please email [foundation@motorolasolutions.com](mailto:foundation@motorolasolutions.com) to help us identify if a Motorola Solutions representative is available to attend.

Remember to follow us on Facebook: <https://www.facebook.com/MSIFoundation> and Twitter: <https://twitter.com/MSIFoundation> so we can help share your stories and impact. If you have any questions, please contact Wesley Barden at [wesleyanne.barden@motorolasolutions.com](mailto:wesleyanne.barden@motorolasolutions.com).

Congratulations again and thank you for your commitment to creating safer cities and thriving communities!

Sincerely,



Monica Boada Mueller  
Executive Director  
Motorola Solutions Foundation

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(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

ATTEST:

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

Approved as to Form and Legal Content:

*Eric Abend*  
Digitally signed by Eric  
Abend  
Reason: Motorola 2019  
Date: 2019.10.21  
15:33:46 -04'00'  
\_\_\_\_\_  
Office of the General Counsel

**ADDENDUM  
MOTOROLA SOLUTIONS FOUNDATION GRANT  
TERMS AND CONDITIONS**

Overview

Foundation grants are intended to be used for the Authorized Purpose and are made independent of and are not offered in exchange for any government action, commercial relationship or contract, past, present, or future, between you and Motorola Solutions or any of its subsidiaries or affiliates.

We have established reasonable procedures to: (i) see that the grant is spent solely for the Authorized Purpose, (ii) obtain full and complete reports from you on how the funds are spent, and (iii) to make full and detailed reports with respect to such expenditures to the United States Internal Revenue Service.

As part of our consideration of making the grant described herein, we conducted a pre-grant inquiry and acted in reliance on the representations made by you in your grant application.

For good and valuable consideration, the parties agree as follows:

- **Expenditure of Funds:** This grant, together with any income earned upon investment of grant funds, is made solely for the Authorized Purpose, less any allowable percentage to be used for reasonable administrative and/or indirect costs as agreed to by the parties, and may not be expended for any other purpose without our prior written approval. You agree to use the grant funds exclusively for the Authorized Purpose or, as agreed to by us in writing, other charitable purposes as permitted by Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended ("Code"). You may not expend any grant funds for any political or religious purpose, lobbying or legislative activity, to support terrorist acts or organizations that further terrorist activities, or any other expenditure not set forth in the Authorized Purpose. Unless agreed to otherwise by the parties in writing, any portion of the grant unexpended on 12/31/2020, shall be returned immediately to us and you agree to repay to us any portion of the amount granted that is not used exclusively for the Authorized Purpose or other charitable purpose as allowed by the Code and our prior written approval.
- **Reporting:** You shall, no later than nine (9) months after the date of the notice of award, provide us with a written report on how the grant funds were, or are being, expended. Your report must be submitted online at [www.cybergrants.com/motorola/evaluation](http://www.cybergrants.com/motorola/evaluation). Additional impact reports, if applicable, should also be submitted online at the aforementioned link. Disbursement of additional grant funds, if applicable, will be contingent on your timely completion of accurate impact reports.
- **Required Notification:** You will provide us with immediate written notice of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the grant for the Authorized Purpose; or (3) any expenditure from this grant made for any purpose other than those for which the grant was intended.
- **Photo / Video Waiver:** By submitting photographs, videos, voice recordings, statements, images and/or likenesses (the "Materials"), you: i) irrevocably consent to the use of the Materials by the Foundation for any promotional, publicity, programming, communications, or other lawful purpose, in any media, in perpetuity, without compensation or notice; ii) represent and warrant that you own all of the rights in the Materials, have obtained the legal right to reproduce the image of any person(s)

represented in the Materials and that the Foundation's use of the Materials will not violate or infringe upon the rights of any third party; and iii) agree to release and hold harmless the Foundation, its administrators, partners, affiliates, employees, representatives and agents from any liability or claims that relate in any way to the use of the Materials in the manner described above.

- **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.
- **Reasonable Access for Evaluation:** You shall maintain, for a period of at least four (4) years after the grant funds have been expended, records of receipt and expenditure of such funds. You will permit us and our representatives, at our request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as we deem necessary or appropriate concerning this grant award.
- **Right to Revoke or Modify:** We reserve the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in our sole discretion, such action is necessary: i) because you have not fully complied with the terms and conditions of the grant; ii) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or iii) to comply with the requirements of any law or regulation applicable to you, us or the grant.

If you do not return a signed copy of the grant award notice accepting the grant award terms and conditions within fourteen (14) days after the date of the grant award notice, the grant may be revoked by us at our discretion and without further notice to you.

- **Termination:** The Foundation may terminate the grant and this agreement at any time and may cease all grant disbursements upon any breach of this agreement by Grantee, as determined in the Foundation's sole discretion.
- **No Assignment or Delegation:** You may not assign or otherwise transfer your rights or delegate any of your obligations under this grant without our prior written approval.
- **Compliance with Laws:** Grantee and its officers, directors, employees, agents, and representatives shall comply fully with all applicable laws, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and local anti-corruption laws. Grantee shall not pay, offer, promise, or authorize the payment, directly or indirectly, of any monies or anything of value to any person, including but not limited to any government official or employee, any political party or candidate for political office, or any employee or official of a public international organization, for the purpose of inducing or rewarding any favorable action or obtaining any improper advantage for the Foundation or for Motorola Solutions, Inc.
- **Severability:** If any provision of this agreement is held unenforceable, the remaining provisions will remain in effect.

- **Changes:** This agreement may not be amended, modified, extended or assigned except in writing and signed by authorized representatives of the parties.
- **Entire Agreement:** This Addendum and the grant application and grant award agreement notice represent the entire agreement between the parties. This agreement is the complete agreement between the parties and supersedes any prior oral or written agreement concerning the subject matter of this Agreement.
- **Notices:** All notices required or permitted under this agreement must be in writing and will be deemed given three business days after being sent by certified U.S. mail (postage prepaid), one business day after being deposited with a nationally recognized overnight courier service, or upon personal delivery, to the following addresses:

**If to Grantee:**

Superintendent  
The School Board of Broward County, Florida  
600 SE Third Avenue  
Fort Lauderdale, FL 33301

Western High School  
1200 SW 136 Ave.  
Davie, FL, 33325  
Attn: Christine Graf

**If to the Motorola Solutions Foundation:**

Motorola Solutions Foundation  
 500 W. Monroe St., 43<sup>rd</sup> Floor  
 Chicago, IL 60661

Each party may designate by notice in writing a new address to which any notice, request or communication may thereafter be delivered, given, served or sent.

- **Grantee Disclosure of De-identified Education Records:**
  - (a) Purpose: Grantee will provide Foundation with the de-identified education records listed in this section to fulfill reporting requirements intended to measure the outcomes achieved within the grant program funded by this Agreement
  - (b) Grantee will provide Foundation with the following de-identified education records: gender, race, ethnicity, post-secondary major pursued, post-secondary career pursued.
  - (c) Exception to consent: Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(b)(1), the de-identified Grantee education records listed in this section may be provided to Foundation without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures beyond those listed in this section. To provide meaningful results and protect the privacy of individual students, data are not reported when the total number of students in a group is less than 10.
- **Grantee Disclosure of Personally Identifiable Student Information:**
  - (a) Grantee will provide Foundation with the personally identifiable student information listed in this section to promote the foundation's philanthropic activities and share these activities with Motorola Solutions Inc employees as well as externally with other grantees.

(b) Grantee may provide Foundation with photographs, videos, voice recordings, statements, images and/or likenesses ("media materials") taken during program activities.

(c) Grantee will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the personally identifiable student information listed in this section to Foundation

- **Foundation Confidentiality of Education Records:**

(a) Notwithstanding any provision to the contrary within this Agreement Foundation shall:

1) 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;

2) 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;

3) 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 Grantee upon request;

4) 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;

5) 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;

6) notify Grantee 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](mailto: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;

7) fully cooperate with appropriate Grantee staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Grantee any direct costs incurred by Grantee for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide Grantee with the name and contact information of its employee who shall serve as Grantee's primary security contact and shall be available to assist Grantee in resolving obligations associated with a security breach of confidentiality of education records; and

11) 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 Grantee, and any party contracting with Grantee 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 Grantee's request, return to Grantee or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide Grantee with a written acknowledgment of said disposition.

(c) Motorola Solutions Foundation shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless Grantee and its officers and employees for any violation of this section, including, without limitation, defending Grantee and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Grantee, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Grantee 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.

- The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

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