



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
EE-3.

MEETING DATE	2020-09-15 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Grants Administration

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

TITLE:

First Amendment with the City of Pompano Beach

REQUESTED ACTION:

Approve the First Amendment between The School Board of Broward County, Florida (as operator of *Blanche Ely High School*), and the City of Pompano Beach. The First Amendment begins October 1, 2020, and ends on September 30, 2021.

SUMMARY EXPLANATION AND BACKGROUND:

The First Amendment extends the term of the Grant Agreement approved on November 6, 2019, by the School Board and fully executed on December 12, 2019, by the City.

The City of Pompano Beach has awarded Blanche Ely High School a grant of \$33,000 to support their career readiness program. Program outcomes include: students identify and cultivate skills in their stated area of interest; students work for 15- 20 hours per week for a minimum of 6 weeks and receive comparable pay as it relates the position, and students establish meaningful relationships with industry representatives and build experiences that can be detailed within their resumes.

The First Amendment has been approved as to form and legal content by the Office of the General Counsel and will be executed after School Board approval.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The positive financial impact is \$33,000. There is no additional financial impact to the District.

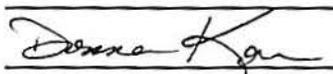
EXHIBITS: (List)

(1) Executive Summary (2) City of Pompano Beach Amendment (3) Approved ARF EE-2 SBOM 110619

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Cherie Hodgson-Toeller	Phone: (754) 322-0975
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **SEP 15 2020**
By: 
School Board Chair

Signature
Maurice Woods
8/25/2020, 1:28:23 AM

AGREEMENT EXECUTIVE SUMMARY

Grant Program	Community Partnerships & Sponsorships - City of Pompano Beach
Status	Extended
Funds Requested	\$33,000 (awarded)
Financial Impact Statement	The positive financial impact is \$33,000. The source of funds is the City of Pompano Beach. There is no additional financial impact to the District.
Schools Included	Blanche Ely High School
Managing Department/School	Blanche Ely High School
Source of Additional Information	1. Cheryl Hodgson-Toeller, Intern Principal – Blanche Ely High School 754-322-0975
Project Description	This grant supports the career readiness program at Blanche Ely High including program support so that students can participate in paid internships. Local employers and business within the City of Pompano Beach working in the areas of Hospitality and Tourism, Aviation, Engineering, Finance, Medical Sciences, Information Technology, Culinary and Business will be targeted. On the job paid training experiences will provide students with real-world exposure to employment ready skills and development.
Evaluation Plan	Expected outcomes include: students will identify and cultivate skills in their stated area of interest; students will work for 15- 20 hours per week for a minimum of 6 weeks and receive comparable pay as it relates the position; and students will establish meaningful relationships with industry representatives and build experiences that can be detailed within their resumes.
Research Methodology	A work placement provides the opportunity for students to develop key employability skills such as problem-solving, teamwork, communication and time management.
Alignment with Strategic Plan	This grant award is aligned to District Strategic Goal 1: High-Quality Instruction as students make connections between concepts presented in class and real-life application that will strengthen college and career readiness.
Level of Support provided by Grants Administration (GA)	Level 1: GA staff routed the contract through the internal review process and prepared the agenda item for School Board review. GA will also ensure full execution of the grant, archiving the agreement, and track the grant.

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE APPROPRIATIONS CONTRACT dated Sept. 15, 2020, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

The School Board of Broward County, Florida, a political subdivision of the State of Florida, having its office and place of business at 600 SE 3rd Ave, Fort Lauderdale, FL 33301, hereinafter referred to as "RECIPIENT."

WHEREAS, due to the effects of, and restrictions caused by, the COVID-19 Pandemic, RECIPIENT, through no fault of its own, has been unable to provide its services and programs for CITY's residents and utilize the funds previously granted by CITY for such purposes;

WHEREAS, both CITY and RECIPIENT believe such programs and services to be of benefit to CITY's residents, and wish to still obtain and provide those services and/ or programs for residents through extension of the performance period set forth in the previously entered Appropriations Contract;

WHEREAS, the parties entered into an Appropriations Contract for Internships: Pathways to Employment on December 12, 2019, ("Original Agreement"); and

WHEREAS, the CITY and RECIPIENT have mutually agreed to extend the Original Agreement for one (1) additional one-year period, substitute Exhibit A, Recipients Requirements, Contract Responsibilities and Program Description, and amend certain terms and conditions.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and RECIPIENT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The terms and conditions contained within the Original Agreement between CITY and RECIPIENT, effective October 1, 2019, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 30, 2021.

4. That Paragraph 10, Force Majeure, of the Original Agreement is hereby deleted and replaced with the following language:

10. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

Recipient must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

5. That Paragraph 21, Governing Law, of the Original Agreement is hereby deleted and replaced with the following language:

21. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

6. The attached Exhibit A, Recipients Requirements, Contract Responsibilities and Program Description, is hereby substituted for, and in all references replaces, that Exhibit A, Recipients Requirements, Contract Responsibilities and Program Description, which was attached to, referenced and made a part of the Original Agreement.

7. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

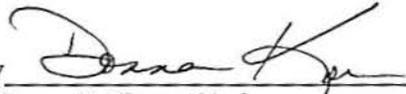
APPROVED AS TO DEPARTMENT HEAD:

By: _____

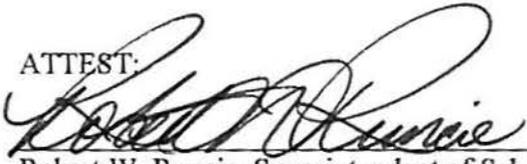
(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by

Eric Abend

Date: 2020.08.12

08:14:16 -04'00'

Office of the General Counsel

Exhibit "A"

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Contract; and
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and
 - c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code and a W9 form; and
 - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Contract shall be resolved in favor of the more restrictive guidelines; and
 - e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY; and
 - f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Contract upon the finding that the terms of any contract executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
 - g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY which includes, but not limited to:
 - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
 - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
 - iii. Proposal preparation including the costs to develop, prepare or write the proposal
 - iv. Pre-award costs
 - v. Out-of-state travel; non-local travel expenses
 - vi. Gift cards
 - vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - viii. Rentals – one day only (written justification and approval needed for additional time)

- ix. Entertainment – exceptions shall be made for community events (written justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing - (written justification and approval needed based on programming)

h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and

2) RECIPIENT agrees to provide the City Manager’s Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description.

Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description.

RECIPIENT shall receive the first wave of funding upon approval by the City Commission. A narrative and financial report shall be due on the dates listed below, as applicable.

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

1st Quarterly Narrative & Financial Report (October/November/December) - February 1st

2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st

3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st

4th Quarterly Narrative & Financial Report (July/August/September) - September 30th

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

However, if any of the above dates fall on a weekend, then the due date shall be extended to the next business day, thereafter, as long as it does not exceed the term of this contract.

When submitting the quarterly narrative reports, RECIPIENT shall track and report to the CITY the following:

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
 - i. Age
 - ii. Race
 - iii. Gender
 - iv. Zip Codes
 - v. Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

Failure to provide the quarterly narrative reports shall render an organization ineligible to receive future payouts.

- 3) The approved budget for the RECIPIENT, included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

RECIPIENT shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure to provide a narrative and financial report as assigned by the CITY and/or failure to utilize all of the prior allocated funds from the first six months of the contract shall render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.

Failure from the RECIPIENT to provide a Quarterly or Final narrative or Monthly, Quarterly or Lump Sum, financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.

July 7

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, TO PROVIDE A PROGRAM COORDINATOR AT BLANCHE ELY HIGH SCHOOL TO ACQUIRE AND OVERSEE THE ACQUISITION OF PAID INTERNSHIPS FOR 11TH AND 12TH GRADE STUDENTS TO FULFILL NATIONAL ACADEMY FOUNDATION COMPLETION REQUIREMENTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Appropriations Agreement between the City of Pompano Beach and the School Board of Broward County, Florida, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The City Commission further finds that said approval is in the best interests of the City and benefits its residents.

SECTION 3. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the School Board of Broward County, Florida.

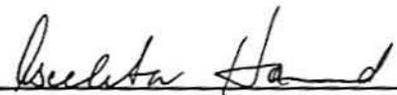
SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of December, 2019.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

04.7

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this 12 day of December 2019, by the City of Pompano Beach ("City") and The School Board of Broward County, Florida, a political subdivision of the State of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$33,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Contract consists of the following Exhibits: Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description; Exhibit "B" Payment Schedule; and Exhibit "C" Insurance Requirements which are attached hereto and made a part hereof and incorporated herein; and all written change orders and modifications issued after execution of this Contract.

2. Term of Contract. This Contract shall be for the period beginning October 1, 2019 and ending September 30, 2020.

3. Renewal. This Contract is not subject to renewal.

4. City's Maximum Obligation. City agrees to pay Recipient for conducting the Program. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Program during the term of this Contract.

5. Payment of Program or Activity. City shall pay Recipient for performance of the program in accordance with Exhibit B Payment Schedule.

6. Disputes. Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City, and such decision shall be final.

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be the City Manager or his/her written designee and the Recipient's Contract Administrator shall be Robert Runcie or his/her written designee.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Recipient: Robert Runcie
Superintendent
600 Southeast Third Avenue
Fort Lauderdale, FL 33301
Office: 754-321-2600
Email: Supt_Runcie@browardschools.com

If to City: City Manager or Designee, Contract Administrator
Greg Harrison
City Manager
100 W Atlantic Blvd.
Pompano Beach, FL 33060
Office: (954) 786-4601
Email: greg.harrison@copbfl.com

8. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Recipient for said Work product. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Recipient may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Contract.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Recipient free of charge.

9. **Termination.** City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the program.

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

In the event that the City of Pompano Beach fails for any reason to appropriate funds for this contract, this Contract shall be deemed terminated and City shall provide Recipient with ten (10) business days written notice. Upon receipt of said notice, Recipient shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.

10. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

11. **Insurance.** Recipient shall maintain insurance in accordance with Exhibit "C" throughout the term of this Contract.

12. **Indemnification.**

A. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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.

B. Recipient acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Recipient. The parties agree that one percent (1%) of the total compensation paid to Recipient hereunder shall constitute specific consideration to Recipient for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

13. Sovereign Immunity. Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

14. Non-Assignability and Subcontracting.

A. Non-Assignability. This Contract is not assignable and Recipient agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Recipient to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Contract whereby City shall be released of any of its obligations hereunder. In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Recipient's insolvency or bankruptcy, City may, at its option, terminate and cancel this Contract without any notice of any kind whatsoever, in which event all rights of Recipient hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Article, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 26 below.

15. Performance Under Law. The Recipient, in the performance of duties under the Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. Audit and Inspection Records. The Recipient shall permit the authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, relating to the program being funded by this contract until the expiration of three years after final payment under this contract. The Recipient agrees that such inspections and audits may include the audit of

the financial affairs of the Recipient by authorized City representatives, and may be done at any time with no advance notice by the City.

The Recipient further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

In the event RECIPIENT receives fifty thousand dollars (\$50,000.00) or more from the City of Pompano Beach, the City of Pompano Beach reserves the right to request a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon request, this report shall be due within 120 days of the close of the CITY'S fiscal year.

17. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. Independent Parties. The Recipient shall be deemed an independent Recipient for all purposes, and the employees of the Recipient or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

Furthermore; nothing in this contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the Recipient and the City. Recipient agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the Recipient's expenditure of allotted funds under this contract and the Recipient's program or activity generally described herein and more particularly described in Exhibit "A" to this contract.

19. Mutual cooperation. The Recipient recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Recipient shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

PUBLIC RECORDS CUSTODIAN

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

21. Governing Law. This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

22. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Contract provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Recipient be considered a waiver of City's rights with respect to that default or any other default by Recipient.

C. Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Contract.

23. No Contingent Fee. Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or paid

or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Payment Schedule set forth in Exhibit B or otherwise recover the full amount of such fee, commission, gift or other consideration.

24. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Contract, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

25. No Third Party Beneficiaries. Recipient and City agree that this Contract and other contracts pertaining to Recipient's performance hereunder shall not create any obligation on Recipient or City's part to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.

26. Public Entity Crimes Act. As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the *Convicted Vendors List* during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Article 7 above.

27. Entire Contract. This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

28. Headings. The headings or titles to Articles of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

29. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Contract and any signatory hereon shall be considered for all purposes as original.

30. Approvals. Whenever CITY approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.

31. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

32. Binding Effect. The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

33. Severability. Should any provision of this Contract or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Contract shall remain in full force and effect.

34. RECIPIENT Disclosure of Education Records

A. To fulfill reporting requirements of the grant program funded by this Agreement

B. RECIPIENT will provide CITY with the following de-identified education records: age, race, gender, home address zip codes, and

C. RECIPIENT will provide CITY with student photographs taken during program activities.

D. RECIPIENT 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.

35. CITY Confidentiality of Education Records.

A. Notwithstanding any provision to the contrary within this Agreement, CITY 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 RECIPIENT 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 RECIPIENT 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;

7. fully cooperate with appropriate RECIPIENT 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 RECIPIENT any direct costs incurred by RECIPIENT 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 RECIPIENT with the name and contact information of its employee who shall serve as RECIPIENT's primary security contact and shall be available to assist RECIPIENT 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 RECIPIENT, and any party contracting with RECIPIENT 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 RECIPIENT's request, return to RECIPIENT or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide RECIPIENT with a written acknowledgment of said disposition.

C. CITY shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless RECIPIENT and its officers and employees for any violation of this section, including, without limitation, defending RECIPIENT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon RECIPIENT, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon RECIPIENT 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 REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year hereinabove written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

[Signature]

By: [Signature]
REX HARDIN, MAYOR

[Signature]

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of December, 2019 by REX HARDIN as Mayor, GREGORY P. HARRISON as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Jennette Forester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"RECIPIENT"

The School Board of Broward County, Florida
(Print or type name of company here)

(Corporate Seal)

By: *Heather P. Brinkworth*
Heather P. Brinkworth, Chair

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

(Print or Type Name)

Approved as to Form and Legal Content:

Digitally signed by Eric Abend
Abend
Reason: Pompano/Ely
2019
Date: 2019.10.17 07:53:45
0490
Eric Abend
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of November, 2019, by Heather P. Brinkworth as Chair of The School Board of Broward County, Florida a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY



Noe M. Gutierrez
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

GG 303071
Commission Number

Exhibit "A"

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:

- a) To accept the funds as appropriated in accordance with the terms of this Contract; and
- b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and
- c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code and a W9 form; and
- d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Contract shall be resolved in favor of the more restrictive guidelines; and
- e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY; and
- f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Contract upon the finding that the terms of any contract executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY which includes, but not limited to:
 - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
 - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
 - iii. Proposal preparation including the costs to develop, prepare or write the proposal
 - iv. Pre-award costs
 - v. Out-of-state travel; non-local travel expenses
 - vi. Gift cards
 - vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - viii. Rentals – one day only (written justification and approval needed for additional time)
 - ix. Entertainment – exceptions shall be made for community events (written

- justification and approval needed prior)
- x. Land acquisition
 - xi. Furniture
 - xii. Honorariums for presenters/speakers and any costs associated with travel expenses
 - xiii. Appliances and home goods (e.g., refrigerators, microwaves, stoves, tabletop burners) (written justification and approval needed)
 - xiv. Tuition/Scholarships
 - xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
 - xvi. Clothing or uniforms (written justification and approval needed)
 - xvii. Project banquets/luncheons
 - xxviii. Costs for items/services already covered by indirect costs allocation (supplanting)
 - xix. Out of state college tours
 - xx. Out of county field trips
 - xxi. Alcohol
 - xxii. Airfare
 - xxiii. Boat rentals
 - xxiv. Family incentives
 - xxv. Car mileage
 - xxvi. Stipends
 - xxvii. Laboratory fees
 - xxviii. Computers
 - xxix. Health benefits
 - xxx. Digital Cameras
 - xxxi. Plaques
 - xxxii. Hotel Costs
 - xxxiii. Housing - (written justification and approval needed based on programming)

h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and

- 2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

RECIPIENT shall receive the first wave of funding upon approval by the City Commission. A narrative and financial report shall be due on the dates listed below, as applicable.

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving

quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

- 1st Quarterly Narrative & Financial Report (October/November/December) - February 1st
- 2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st
- 3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st
- 4th Quarterly Narrative & Financial Report (July/August/September) - September 30th

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

However, if any of the above dates fall on a weekend, then the due date shall be extended to the next business day, thereafter, as long as it does not exceed the term of this contract.

When submitting the quarterly narrative reports, RECIPIENT shall track and report to the CITY the following:

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
 - i. Age
 - ii. Race
 - iii. Gender
 - iv. Zip Codes
 - v. Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

Failure to provide the quarterly narrative reports shall render an organization ineligible to receive future payouts.

- 3) The approved budget for the RECIPIENT, included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

RECIPIENT shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure to provide a narrative and financial report as assigned by the CITY and/or failure to utilize all of the prior allocated funds from the first six months of the contract shall render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.

Failure from the RECIPIENT to provide a Quarterly or Final narrative or Monthly, Quarterly or Lump Sum, financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

RECIPIENT shall not be allowed to receive any new funding from the CITY if RECIPIENT has any unspent or uncommitted funds from a previous awarded contract that have not been returned to CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.

Organization name: The School Board of Broward County, Florida

Program funded: Internships: Pathways to Employment

Amount funded: \$33,000

Program description: This program will provide a Program Coordinator to acquire and oversee the successful acquisition of paid Internships for 11th and 12th grade students to fulfill National Academy Foundation(NAF) completion requirements and increase student employability after high school. The NAF Program is a national network of education, business and community leaders who work together to ensure high school students are college, career and future ready. NAF's educational design ignites students' passion for learning and gives businesses the opportunity to shape America's future workforce.

Form Name:
Submission Time:
Browser:
IP Address:
Unique ID:
Location:

City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
May 10, 2019 8:37 am
Chrome 74.0.3728.131 / Windows
169.139.8.226
503658825
26.214000701904, -80.218597412109

About Your Organization

Which Fiscal Year Is Your Organization Applying For? 2019-2020

Full Name of Nonprofit: Blanche Ely High School

Mission of Nonprofit: The mission of Blanche Ely High School is to provide college and career training and development opportunities that will meet the educational needs of all students in a safe learning environment.

Brief Overview of Nonprofit: Blanche Ely High School believe that the responsibility of the school is to provide a stable atmosphere with a flexible educational program. This program strives to meet the needs and interest of the students, whether these needs and interests are academic, vocational, social, emotional, physical. Our fundamental goal is to prepare each student to become an informed, self-directed, contributing, and productive citizen in an ever-changing society. We help the student to experience success in building a strong self-concept.

Nonprofit Website: <https://www.browardschools.com/blancheely>

Which Funding Priority Does Your Nonprofit Qualify For: Workforce Readiness

Type of Organization - select the one that best applies: Education/Research

Executive Summary of How Nonprofit will use City of Pompano Beach Funding: This program will provide a Program Coordinator to acquire and oversee the successful acquisition of paid internships for 11th and 12th grade students to fulfill National Academy Foundation completion requirements and increase student employability after high school. Within this program, we will target local employers and business within the areas of Hospitality and Tourism, Aviation, Engineering, Finance, Medical Sciences, Information Technology, Culinary and Business. On the job paid training experiences will provide students with hands on real world exposure to employment ready skills and development.

How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests? Blanche Ely High School is continues to strive to provide specialized college and career programs. The school has limited funding for students to apply what they are learning in the classroom. Opportunities for students to "get their hands dirty" and make important connections between classroom learning and real-life application are lacking. Therefore, we would like to close this gap.

Statement of Need:

Despite our efforts, we have struggled to provide suitable placement for over 200 students due to the lack of program coordination, time and lack of sufficient business opportunities to fulfill this need.

We also have many challenges within the school community because of the low socio-economic level of our students. As a result students are often compelled to address family need issues, in addition to their school responsibilities. This can impact attendance, behavior and aspects of student achievement. Additional challenges are inequitable access to technology, transportation issues, lack of proper nutrition and minimal access to community support services.

Include a Description of the Geographic Area You Serve:

Blanche Ely HS is an urban high school located in the City of Pompano beach, FL and has the enrollment of approximately 2000 students primarily of low socio-economic households with 89% receiving free or reduced lunch.

Does Your Organization Receive Matching Funds?

Yes

If Yes, please explain the matching gift partnership you have.

Out of Blanche Ely High School budget, we will contribute office space, appropriate technology and supervision of Program Coordinator.

Your organization will be able to provide the City documentation of your Matching Funds .

Yes

About Your Board of Directors

Board Disabled	0
Board Minorities	2
Board Seniors	1
Total Board Members	10

Program/Event Information #1

Will your organization be hosting an event on City property? No

Which are you applying for? (Program/Event) Program

Program/Event Name Internships: Pathways to Employment

Type of Program/Event Nonprofit Program/Seminar/Workshop

Describe the program/event succinctly:

This program will provide a Program Coordinator to acquire and oversee the successful acquisition of paid internships for 11th and 12th grade students to fulfill National Academy Foundation(NAF) completion requirements and increase student employability after high school. The NAF Program is a national network of education, business and community leaders who work together to ensure high school students are college, career and future ready. NAF's educational design ignites students' passion for learning and gives businesses the opportunity to shape America's future workforce by transforming the learning environment to include industry-specific

Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?

The Internships: Pathways to Employment program at Blanche Ely High will partner with the City of Pompano Beach to support students in various career pathways so that they can: obtain and retain paid employment in their stated area of interest at a competitive payment rate; acquire the skills/certifications necessary to transition from high school to job to a career; and set the stage for self-reliance and self-advocacy in the future. Grant supported activities include:

- A program coordinator based at Blanche Ely High will work with the City of Pompano Beach to match career interests with available/possible positions. 100 students will be placed in internships throughout this grant.
- Program staff will provide individualized support to participating students to practice and improve upon interview skills and complete the application/resume process.
- Students will participate in an intake assessment that measures various job-related skills, technical terminology and comfort with interpersonal relationships.
- Students, program coordinator and employer will establish a work schedule.
- The program coordinator will obtain feedback from the direct supervisor at place of employment with the students to make any needed improvements/changes.
- The program coordinator will track progress and communication with the employer to provide support if needed. Specific areas addressed include (but are not limited to): punctuality, job stamina, interpersonal relations, compliance with employer processes/regulations, job completion, work habits, etc.
- Students will work 15- 20 hours per week for the established period and receive equitable pay.
- Upon successful completion of the internship period, 80% of students will be recognized as National Academy Foundation / Career Pathway completers.

What are the outcomes of your program/event?

- Students will identify and cultivate skills in their stated area of interest.
- Students will work for a total of 150 hours in a period of 6- 8 weeks and receive comparable pay as it relates the position.
- Students will establish meaningful relationships with industry representatives and build experiences that can be detailed within their resumes.
- Program staff and employers will be able to evaluate student achievement and determine the degree of correlation between hands-on job training and student outcomes on specified industry/career skills.
- The project coordinator will coordinate with the school based National Academy Foundation Coordinator to ensure monitor data related to career growth, and sustainability within the company.
- Feedback will be solicited from local business representatives.
- An established network of the Better Business Bureau and Chamber of Commerce in the city of Pompano.

Estimated # of Attendees at the Program/Event (select the one that best applies) 51-150

Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: 150

Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, Income level, occupation.

Blanche Ely High School is located in Pompano Beach, Florida. The Pompano Beach City Center neighborhood stands out for having an average per capita income lower than 97.9% of the neighborhoods in the United States. Also 66.8% of the children in this area live in poverty; an extraordinarily high percentage compared to other neighborhoods in the nation. Over the past several years, Blanche Ely high has seen an increase in the number of students on free and reduced lunch to 89% for the 2018-19 school year.

The local community is a cross section of longtime residents whose children have attended the school over multiple generations as well as families who have immigrated from other countries. The neighborhood has more people of Haitian and Jamaican ancestry living in it than nearly any neighborhood in America. In fact, 35.9% of this neighborhood's residents have Haitian ancestry and 4.7% have Jamaican ancestry. The school's demographics represents this with over 82% of the students identifying as African-American. 54% of our population is female in a world we we are encouraging careers focusing on STEM based careers.

Start Date of Program/Event: Jan 07, 2020

End Date of Program/Event: Jun 10, 2020

Does your program/event have a start time/end time? No

Name of Program/Event Venue: Internships: Pathways to Employment

Address of Program/Event Venue Location: Blanche Ely High School
1206 NW 6th Avenue
Pompano Beach, FL 33060

Attire of Program/Event (select the one that best applies): Business

List any Benefits or Amenities the City of Pompano Beach Receives: The Program Coordinator housed out of Blanche Ely High School will work in hand and with the City of Pompano's Business and Workforce Development consultant in order to provide placement and job opportunities for students. While the Workforce Development Consultant currently works with local employers, the Program Coordinator at Blanche Ely will provide the job readiness skills as well as the follow up once the students start working at place of employment.

Amount Requested: 36000

Are you applying for a second Program/Event? No

Additional Activities

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)? Yes

Name of Event: Employer Appreciation Reception

Description of Event: Blanche Ely High School will provide an appreciation luncheon to employers in the City of Pompano Beach that participated in hiring our student interns. The City of Pompano Beach officials will be invited to see the successful partnership and presentations of student and employer experiences throughout this collaboration.

Date of Event: Jul 25, 2020

Start Time of Event: 05:30 PM

End Time of Event: 07:00 PM

Name of Event Venue: Blanche Ely High School Multi-Purpose Room

Address of Event Venue Location: 1201 NW 6th Avenue
Pompano Beach
Pompano Beach, FL 33060

Attire of Program/Event (select the one that best applies) Business Casual

Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.

Blanche Ely High School currently boasts the most National Academy Foundation academies in Broward County Schools. In addition we offer the most certifications and have the highest pass rate among the top in the State of Florida. We have been recognized as housing a Distinguished School which is the top honor the National Academy Foundation offers. We work together with education, business, and community leaders who work together to ensure high school students are college, career, and future ready!

We are proud to offer a number of future ready labs on our campus including, a nursing simulation lab, a culinary arts professional kitchen and state of the art front desk hotel reception lab.

Any other information you wish to share?

We are proud to offer a number of future ready labs on our campus including, a nursing simulation lab, a culinary arts professional kitchen and state of the art front desk hotel reception lab. We currently working to expand by incorporating an aviation lab as well a STEM lab, and Emergency Medical Ambulance lab.

City of Pompano Beach Funding History

Has your organization been funded before by City of Pompano Beach? No

Requested Budget Information

What is the total value your nonprofit is applying for? 36000

If you are not awarded the full funding requested for your event/program, will you be able to complete your project? No

Are you including the following:

Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes
W9 = Yes
IRS Letter = Yes
List of Board of Directors = Yes
Articles of Incorporation = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted. https://s3.amazonaws.com/files.fomstack.com/uploads/3276970/72077528/503658825/72077528_budget_for_city_of_pompano_bch.docx

W9 https://s3.amazonaws.com/files.fomstack.com/uploads/3276970/72077535/503658825/72077535_bcps_2018_w9.pdf

IRS Letter https://s3.amazonaws.com/files.fomstack.com/uploads/3276970/72077552/503658825/72077552_bcps_irs_letter.pdf

List of Board of Directors https://s3.amazonaws.com/files.fomstack.com/uploads/3276970/72077556/503658825/72077556_bcps_board_of_directors.pdf

Articles of Incorporation https://s3.amazonaws.com/files.fomstack.com/uploads/3276970/72077558/503658825/72077558_blanche_ely_articles_of_incorporation_exemption.pdf

Charity/Organization Contact

Name	Cheryl Toeller
Title	Interim Principal, Blanche Ely High School
Email	cheryl.hodgson-toeller@browardschools.com
Phone Number	(754) 322-0975
Address	1201 NW 6th Avenue Lauderhill, FL 33060



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013140098C-B	07/31/2014	07/31/2019	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BROWARD COUNTY SCHOOL BOARD
600 SE 3RD AVE
FORT LAUDERDALE FL 33301-3125

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The School Board of Broward County, Florida</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p style="font-size: x-small;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ Education</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 600 S. E. 3rd Avenue, Treasurer's Office, 2nd Floor</p> <p>6 City, state, and ZIP code Fort Lauderdale, FL 33301</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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Employer identification number																					
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5	9																				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>11/27/2018</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Please be advised that Blanche Ely High School is a part of The School Board of Broward County, Florida and is not designated as a 501(c)(3) nor does it have Articles of Incorporation. The school is a governmental unit that is tax-exempt under Section 170(c)(1) of the Internal Revenue Code. Please refer to paragraph two of the attached letter from the IRS.

IRS
P.O. Box 3528
Cincinnati OH 45202

In reply refer to: 85184944
Mar. 16, 2010 LTR 476C ED
59-6089234 888888 00 8813954
80UC, TE

SCHOOL BD OF BROWD CNTY
BROWARD COUNTY SCHOOL BOARD
X SHARILA LALJIE
1643 N HARRISON PARKWAY BUILDING M
SUMMERS FL 33522-2687

Federal Identification Number: 55-6089234
Person to Contact: Mrs. Baker
Toll Free Telephone Number: 1-877-829-5888

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not identify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS
Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include municipal or nonincorporated and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)
An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) is derived to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS
An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 CB 316.

SCHOOL BD OF BROWD CNTY
BROWARD COUNTY SCHOOL BOARD
X SHARILA LALJIE
1643 N HARRISON PARKWAY BUILDING M
SUMMERS FL 33522-2687

824836204
Mar. 16, 2010 LTR 476C ED
59-6089234 888888 00 8813954

Most entities must file a Form 1027, Application for Recognition of Exemption Under Section 501(c)(12) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(12) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes must assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grants and contributions may rely on the status of governmental units based on State or local law. Form 1027 and Publication 4229, Applying for 501(c)(12) Tax-Exempt Status, are available online at www.irs.gov/efo.

We urge this general information will be of assistance to you. This letter, however, does not determine if you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Nichols M. Sullivan

Nichols M. Sullivan, Esq., Mgr.
Accounts Management Operations I



The School Board of Broward County, Florida

**Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair**

**Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert**

**Robert W. Runcie
Superintendent of Schools**

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

browardschools.com

ITEM DESCRIPTION	BUDGET
Contractual and Personnel	
<p>(1-2)Part-time Program Coordinator/Job Coach- available throughout the school year, support as needed throughout Summer months; 25 hours per week. To provide program support, student support at the job site, community relations, overseeing day to day program operations, tracking program participation via established monitoring tools, coordinating with the City of Pompano, school-based NAF Coordinator and other established partners. Coordinator/Job Coach will be paid stipend based on their hourly rate (\$20.56/hour) to compensate for their work beyond contract hours 30 hours per week @ \$20.56/hr= \$616.80 per week; \$616.80 X 32 weeks =\$19,737.60 (may be split amongst 2 staff members to reflect total hours budgeted above)</p> <p>Fringe Benefits: District's Budgeted Rate (17.4%)</p> <p>Cell</p>	<p>19,737.60</p> <p>3,434</p>
Contractual and Personnel Total	23,171.60
Student Support	
<p>Bus - Student transportation to job fairs, networking opportunities and job shadowing (@\$74/ hr for Broward County School bus) 4 field trip events for the year</p>	2000
<p>Employer Appreciation Reception: (including appreciation gifts, food, certificates of completion for interns)</p>	2,000
<p>1 Video Camera (events, practice interviews, feedback videos)</p>	500
<p>Color Printer (marketing)</p>	2000
<p>Clothing & Hygiene products (attire, ties, belts, jackets, hygiene products, wardrobe hanger, dry cleaning)</p>	3000
<p>Transportation (80 bus passes)</p>	3,200
Student Support Total	12,700
Program Costs Total	35,871.60

Exhibit "B"
Payment Schedule

A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

B. PAYMENT SCHEDULE

The total amount awarded for the The School Board of Broward County, Florida (name of the non-profit organization) for Internships: Pathways to Employment (title of the program) for the current fiscal year is: \$33,000.

There will be four (4) payout/s during the period (depending on the amount awarded to each organization):

1. The first will equal 25% of the total allocation or \$8,250.00; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 25% of the total allocation or \$8,250.00; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third will equal 25% of the total allocation or \$8,250.00; will be issued upon receipt AND approval of the third quarterly narrative and financial report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or \$8,250.00 and will be issued in upon receipt AND approval of the final quarterly narrative and financial report (including any additional requested documents).

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

ORGANIZATION shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

ORGANIZATION is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by ORGANIZATION, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by ORGANIZATION under this Agreement.

Throughout the term of this Agreement, ORGANIZATION and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$10,000/\$20,000/\$10,000

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

--- * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(2) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies. Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite #200E Boca Raton FL 33431		CONTACT NAME: Tom Gill PHONE (A/C No. Ext): 561-998-6812 FAX (A/C No): 561-995-6708 E-MAIL ADDRESS: Tom_Gill@ajg.com	
INSURED SCHOB0A-03 The School Board of Broward County Risk Management - 11 Floor 600 SE Third Avenue Fort Lauderdale FL 33301		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Lloyd's Synd 2987	
		INSURER B: Safety National Casualty Corporation 15105	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 976185522 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$300,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PK1000519	7/1/2019	7/1/2020	EACH OCCURRENCE \$700,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$300,000 SIR		PK1000819	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$700,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<input checked="" type="checkbox"/> Excess WC SIR \$1,500,000		SP4057237	7/1/2019	7/1/2020	Emp Liability Workers' Compensation \$3,000,000 Statutory

APPROVED
By Danielle Thorpe at 12:02 pm, Aug 15, 2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As a Florida political subdivision, the liability for the School Board of Broward County, FL on its officers, employees and agents are subject to substantial limitations, including but not limited to those contained in Florida Statute 768.28, as amended by Chapter 87-134. Please be advised that by formal action, the Board has adopted the position that the purchase of insurance does not constitute a waiver of any available defense of sovereign immunity, or otherwise waive any limitations on the liability of the Board of its officers, employees and agents. Please also be advised that neither we nor the adjusters, respective attorneys, agents or employees have the authority to waive any of the defenses or limitations on the liability and that no action or inaction taken or not taken by the Board or its officers, employees, agents, adjusters or respective attorneys shall constitute a waiver. As per FS768.28 and FS234.03 SIR \$200,000 per claimant/\$300,000 per accident - as per special limits.
See Attached...

CERTIFICATE HOLDER City of Pompano Beach ✓ 100 W Atlantic Blvd Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED The School Board of Broward County Risk Management - 11 Floor 800 SE Third Avenue Fort Lauderdale FL 33301	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Proof of insurance for Grant Funds.
 Sexual molestation coverage is included in General Liability.



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-11-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Grants Administration

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.:
EE-2.

TITLE:
Agreement with the City of Pompano Beach

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (as operator of *Blanche Ely High School*), and the City of Pompano Beach. The Agreement term begins upon School Board approval and ends on September 30, 2020.

SUMMARY EXPLANATION AND BACKGROUND:

The City of Pompano Beach has awarded Blanche Ely High School a grant of \$33,000 to support their career readiness program. Program outcomes include: students identify and cultivate skills in their stated area of interest; students work for 15- 20 hours per week for a minimum of 6 weeks and receive comparable pay as it relates the position; and students establish meaningful relationships with industry representatives and build experiences that can be detailed within their resumes. This grant was reviewed and approved by the School Board on June 11, 2019 (Item EE-1).

The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Agreement will be executed after School Board approval.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The positive financial impact is \$33,000. There is no additional financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) City of Pompano Agreement (3) Approved ARF SBOM 061119 EE-1

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Cherie Hodgson-Toeller	Phone: (754) 322-0975
Name: Nicole Almeida	Phone: (786) 325-2954

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

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **NOV 06 2019**

By: *Heather P. Brantwood*
School Board Chair

Signature

Maurice Woods

10/25/2019, 11:44:36 AM