

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

This Agreement is made and entered into this ____ day of _____ 2020, between the City of Deerfield Beach, Florida, (the "CITY") and The School Board of Broward County, Florida (the "GRANTEE"), as follows:

WHEREAS, the GRANTEE submitted to the CITY a community participation grant application in compliance with Resolution No. 2009/163; and

WHEREAS, the Deerfield Beach City Commission passed Ordinance 2019/020, appropriating sufficient funds for this Grant; and

WHEREAS, Resolution No. 2009/163 requires the Grantee to enter an agreement with the CITY before receiving the Grant Funds; and

WHEREAS, the total amount of grant funds to be provided is \$4,000 (the "Grant Funds").

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

- 1. Recitations.** The above recitations are true and accurate and are hereby made a part of this Agreement.
- 2. Scope of Services.** The Grant Funds will be used to assist the school marching band to enhance activities and travel for all band members, as further detailed in the scope of services attached as Exhibit "A", which is incorporated herein by reference (collectively, the "Scope of Services").
- 3. Purpose of this Agreement.** The purpose of this Agreement is to provide financial assistance to the GRANTEE for completion of the Scope of Services, to state the terms and conditions upon which Grant Funds will be provided, and to set forth the manner in which the Scope of Services will be undertaken and completed.
- 4. Term.** This Agreement shall be effective from the date of execution by all parties until September 30, 2020, unless terminated earlier as provided in this Agreement (the "Term"). At the expiration of the Term, any unexpended Grant Funds paid under this Agreement shall be returned to the CITY within ten (10) days from the Term's expiration.
- 5. Payment.** The CITY agrees to provide the GRANTEE the Grant Funds for an amount not to exceed \$4,000.00 for the Scope of Services during the Term, to be expended in accordance with Exhibit "A".

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

7. Scrutinized Companies List.

A. GRANTEE certifies that its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the GRANTEE's subcontractors are found to have submitted a false certification; or if the GRANTEE's subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

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

CITY: David Santucci, City Manager
150 NE 2 Street
Deerfield Beach, FL 33441

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

GRANTEE: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a copy to: Jon Marlow, Principal
Deerfield Beach High School
910 SW 15 Street
Deerfield Beach, DL 33441

10. Insurance:

- A. The GRANTEE shall carry and keep in force, at all times during the Term, an insurance policy affording general liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence. Said insurance policy shall list the CITY as a certificate holder and shall be issued by companies licensed to do business in the State of Florida.
- B. The GRANTEE shall provide to the CITY certificates showing the required coverage to be in effect with endorsements showing the CITY to be a certificate holder prior to commencing any work under this Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the CITY or as provided in accordance with Florida law.
- C. GRANTEE must comply with this section before the CITY will allocate Grants Funds to GRANTEE.

11. Indemnification: 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. Notwithstanding the foregoing, nothing stated herein shall be deemed a waiver of sovereign immunity under Fla. Stat. 768.28.

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

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

14. Audit Right; Retention of Records; Public Records

- A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the GRANTEE and its subcontractors that are related to the Scope of Services. The GRANTEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the GRANTEE and its subcontractors shall be kept in

written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the GRANTEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

- B. The GRANTEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the GRANTEE's and its subcontractors' records, the GRANTEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the GRANTEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

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

- D. The GRANTEE shall:
- i. Keep and maintain public records required by the CITY to perform the Scope of Services.
 - ii. Upon request by the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the GRANTEE does not transfer the records to the CITY.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the GRANTEE or keep and maintain public records required by the CITY to perform the Scope of Services. If the GRANTEE transfers all public records to the CITY upon completion of the Agreement, the GRANTEE shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. GRANTEE shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

15. GRANTEE Disclosure of Education Records and Employee Information.

Although no student education records shall be disclosed pursuant to this Agreement, should the City come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act ("FERPA") and Florida Statutes 1002.22, 1002.221, and 1002.222, and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by Grantee to the City. Should the City come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

16. CITY Confidentiality of Education Records and Employee Information.

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, and employee information;
2. hold any education records and employee information 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 or employee information 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 or employee information during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee information is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
4. safeguard education records and employee information through administrative, physical and technological standards to ensure that adequate controls are in place to

protect the education records and information in accordance with FERPA's privacy requirements, and employee information in accordance with applicable laws;

5. utilize the education records and employee information 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 or employee information to any third party;

17. Assignment. Neither party to this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

18. Compliance with Law. The GRANTEE shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Scope of Services. Execution of this Agreement constitutes a certification that the GRANTEE is in compliance with all requirements imposed by applicable federal, state, and local laws and regulations.

19. Materiality and Waiver of Breach. The CITY and the GRANTEE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. The CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

20. Performance of Project. Actions by GRANTEE pursuant to this Agreement shall be subject to the supervision of GRANTEE. In providing such services, neither GRANTEE nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of GRANTEE. This Agreement shall not constitute or make the parties a partnership or joint venture.

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

FOR CITY

ATTEST:

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

City Clerk

David Santucci, City Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Anthony Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

FOR GRANTEE

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

Donna P. Korn, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Digitally signed by Eric
Abend
Reason: CityDB 2020 Grant
Date: 2020.02.05 13:24:14
-05'00'

Eric Abend

Office of the General Counsel

EXHIBIT "A"
SCOPE OF SERVICES

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

The School Board of Broward County, Florida as operator of Deerfield Beach High School; 910 Southwest 15th Street, Deerfield Beach, FL 33441; 59-6000530

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

Transportation: Many learning opportunities occur outside of the school day. The Grant Funds will help hundreds of students through the discipline and enjoyment of the tremendously successful band program at Deerfield Beach High School. The Grant Funds will be used for field trips the band takes, competitions, parades, football games, and post-secondary auditions. Below are the Florida Bandmasters Association ("FBA") Music Performance Assessments ("MPA") attended throughout the year:

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

In addition to the evaluations/competitions, the band attends parades and functions for the City to showcase students' talents and entertain community members. Local events include:

- **Founders Day Parade**
- **Dr. Martin Luther King Jr. Celebration Parade**
- **Holiday Celebration & Tree Lighting Ceremony**

It is great to provide our students with the experience to represent the community where they live. The expenses for transportation are costly because it takes numerous buses to attend events and to pay for drivers.

Uniforms: Having new uniform instills pride in the students, the school, and the community. Band is one of the most active and popular electives and extra-curricular activity on any school campus. The immense cost alone makes uniform purchases something that needs to be planned with great care and consideration. Factors like design, durability, and maintenance only serve to complicate the planning and buying process. Uniforms cost the band program thousands of dollars, which include cleaning, alterations, fixing uniforms, providing warm-suites for weather, to prevent wear and tear on uniforms, t-shirts and shoes. Because of the financial difficulties and budget cuts taking place within the school district, we have to plan years in advance so the money can be put into the budget to incur costs for uniforms and clothing for students in the band.

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

Studies have shown that high school student who participate in sports, band, or after school activities gain interpersonal and life skills that contribute to their success as adults. Through the years, the Deerfield Beach High School Band has increased in size and popularity. The band has received many awards and represented the school and City with distinction throughout the years. Due to the increase in student participation, school-based fees associated with hosting the band program have amplified.