20194000

GRANT PROGRAM AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY

THIS GRANT AGREEMENT ("Agreement") is entered into as of 3/13/2019, between the **CITY OF NORTH MIAMI,** a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, Florida ("City"), and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a political subdivision existing under the laws of the State of Florida, its successors and assigns ("Board"), (collectively the "Parties").

WITNESSETH:

WHEREAS, the City of North Miami ("City") desires to fund and implement the Adult Education Tuition Program for City residents, enrolling at the North Miami Senior High School for the 2018-2019 school year (the "Grant"); and

WHEREAS, the School Board of Miami-Dade County, Florida ("Board") desires to provide the Scope of Services ("Services") listed below; and

WHEREAS, the City desires to engage the Board to render Services to those in need.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

The Board shall provide educational services to City residents enrolled at the North Miami Education Center pursuant to the **"North Miami Adult Education Center Scholarship Program"**, including but not limited to the following:

- Provide eligible students with scholarships in the amount of Seven Hundred Fifty Dollars ($750.00) per trimester OR a maximum of One Thousand Five Hundred Dollars ($1,500.00) per year.

ARTICLE II
CONDITION OF SERVICES

The Board agrees to the following:

a) The Services shall benefit City of North Miami residents.

b) The Board shall establish an enrollment period starting fifteen (15) days prior to the start of the semester and ending thirty (30) days after the beginning of each semester.

c) Eligible students shall be:
1. City of North Miami residents; and
2. Enrolled at the North Miami Adult Education Center; and
3. Submit a City of North Miami program application during the enrollment period; and
4. Register for required testing at the North Miami Adult Education Center; and
5. Be approved for program eligibility by the City.
6. Students who do not complete courses paid by the **North Miami Adult Education Center Scholarship Program** shall be ineligible to receive future scholarship support from the City.

d) The Board shall forward completed applications to the City's Department of Community Planning & Development, for approval.

e) Upon Approval, the City will notice the Board of the applicant's residency eligibility and issue a Notice to Proceed.

f) Upon course completion, the Board shall forward Tuition Reimbursement requests to the City for all approved students.

g) The City will review and process all tuition reimbursement requests received.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall be deemed effective upon execution by both parties, and shall terminate on **September 30, 2019.**

ARTICLE IV
DEFAULT

A. For purposes of this Agreement (and the documents referenced or incorporated herein), a default shall include without limitation the following acts or events of the Board, its agents and employees, as applicable and as further detailed below:

(1) Failure to (i) commence services within thirty (30) days from the date of this Agreement,

(2) Failure to provide the documentation required to make the final payment of the Grant within thirty (30) days from this Agreement's expiration date.

(2) Failure to comply with applicable federal, state and local regulations and laws.

(3) Breach regarding any of the terms and conditions of this Agreement.

(4) Insolvency or bankruptcy.

(5) Failure to maintain the insurance required by the City as described in Article XIX of this Agreement.

(6) Failure to correct defects within a reasonable time as determined by the City.

B. In the event of a breach, the City may exercise any and all rights including those rights expressed in Article V.

C. Additionally, the City shall be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the breaching party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

ARTICLE V
TERMINATION

The City and the Board agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause.

The City may also suspend or terminate payment to the Board in whole or in part for cause. Cause shall include the following:

a) Failure to comply and/or perform in accordance with this Agreement; or

b) Submission to the City of reports, which are materially incorrect or incomplete.

The City shall notify the Board in writing when payments are being suspended for cause. The notification shall include actions to be taken by the Board as a condition precedent to the resumption of payments and a reasonable date for compliance, which shall be no more than thirty (30) days from the notification date.

Upon termination of the Agreement, the Board and the City shall meet to determine if any amounts are to be repaid to the City.

It is understood by and between the City and the Board that any payment made in accordance with this section to the Board shall be made only if the Board is not in breach under the terms of this Agreement. If the Board is in breach, then the City shall in no way be obligated and shall not pay any sum to the Board.

ARTICLE VI
AMENDMENTS

Any alterations, variations, modifications, waivers, or provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties, and attached to the original of this Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties.

ARTICLE VII
METHOD OF PAYMENT

Upon execution of this Agreement, the City shall make payments to the Board for expenditures incurred under this Agreement based on actual expenditures with supportive documentation in accordance with the terms of this Agreement. The maximum amount payable under this Agreement is **Fifty Thousand and no/100 Dollars ($50,000.00)** and shall represent the only source of funding received from the City for the Program.

ARTICLE VIII
CONFLICT OF INTEREST

The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the Board.

The Board covenants that persons described in this section who exercise any functions or responsibilities under this part or who are in a position to participate in a decision making process or gain information with regard to such activities may not obtain a financial interest in any contract, subcontract or benefit from the educational scholarships being provided under this Agreement, nor may have a financial interest in any contract, subcontract or agreement with respect to the educational scholarships covered under this Agreement, either for themselves or those with whom they have family or business ties.

Any such interest on the part of the Board or its employees shall be disclosed in writing to the City. The Board agrees to abide and be governed by the conflict of interest requirements applicable to or promulgated by Miami-Dade County or the City, which are incorporated by reference.

ARTICLE IX
INDEMNIFICATION

Subject to the limitations of Fla. Stat. §768.28, the Board shall defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts the Board may enter into with third parties pursuant to this Agreement. The Board shall pay all claims and losses of any nature, and shall defend all suits, on behalf of the City, its officers, employees or agents when applicable and shall pay all costs and judgments which may issue.

ARTICLE X
MONTHLY REPORTS

The Board shall provide monthly reports (an original and two copies) as required by the City, which shall be due thirty (30) days after the reporting period. These shall include:

I. Student profile form;

II. Student attendance records;

III. Student performance information;

IV. Course completion status.

The reports for the final month and shall be due no more than thirty (30) days following this Agreement's expiration.

Other reporting requirements may be required by the City in the event of program changes and/or legislative amendments. The Board shall be informed, in writing, if any changes become necessary.

ARTICLE XI
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City and/or representatives, the right to audit and examine all records relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be to the extent required by law, public records available for inspection and copying. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise. If during the course of an audit, the City determines that any payments made to the Board do not

constitute an allowable expenditure, the City will have the right to deduct or reduce those amounts from their related invoices. The Board must maintain records necessary to document compliance with the provisions of the Agreement.

ARTICLE XII
ADDITIONAL CONDITIONS AND COMPENSATION

It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement is contingent upon approval and funding by the City.

ARTICLE XIII
NOTICES

It is understood and agreed between the Parties that all notices which may arise in connection with this Agreement shall be considered sufficient when made in writing and mailed or delivered to the appropriate address:

If to the City:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161
	Attn: City Manager
With Copies to:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: City Attorney
	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: Director of Community Planning & Development
If to the School Board:	Superintendent Miami-Dade County Public Schools 1450 N.E. Second Avenue, Room 912 Miami, Florida 33132 Fax: (305) 995-1488
With a Copy to:	Board Attorney The School Board of Miami-Dade County 1450 N.E. Second Avenue, Room 400 Miami, Florida 33132 Fax: (305) 995-1412

or to such other address as may be designated in writing.

ARTICLE XIV
SUBCONTRACTS

The Board agrees that no assignment or subcontract will be made in connection with this Agreement.

ARTICLE XV
ACCESS TO RECORDS

The Board shall allow access during normal business hours to all financial records, that is related to the performance of this Agreement, to authorized City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit by any of these representatives when deemed necessary by the City to insure compliance with applicable accounting and financial standards. The Board shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

ARTICLE XVI
PERFORMANCE REVIEW

The City may conduct a formal quarterly review of the Board's compliance with the terms of this Agreement. A report of their findings will be made available to the Board within thirty (30) days of the completion of the review.

ARTICLE XVII
SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XVIII
GRANT FUNDS

The Board agrees that any Grant funds received shall be used for eligible activities under the program. For those activities undertaken with Grant funds, all of the provisions of this Agreement shall apply. It is further understood that upon expiration of this Agreement, the Board shall transfer to the City any funds on hand under the program and any accounts receivable attributable to the use of these funds consistent with this Agreement.

The Board shall submit monthly reports to City on the Grant funds received and proper documentation of the disbursement of these funds.

ARTICLE XIX
INSURANCE

The Board shall maintain during the term of this Agreement, the insurance specified below:

a) Workmen's Compensation Insurance as required by Chapter 440, Florida Statutes.

b) Comprehensive General Liability Insurance in an amount not less than $500,000 combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insureds, with all necessary endorsements showing the City as a first party insured.

c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit for bodily injury and property damage.

The Comprehensive General Liability Insurance coverage as required in paragraph (b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Board in the performance of this Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best company, latest edition.

Compliance with the foregoing requirements shall not relieve the Board of its liability and obligations under this section or any other section of this Agreement.

ARTICLE XX
CIVIL RIGHTS

The Board agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sexual orientation, religion, handicap or national origin in performance of this Agreement, in regard to persons served. It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement.

The Board also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 USC, which provides in part that there shall be no discrimination against persons in any area because of age.

ARTICLE XXI
PROJECT PUBLICITY

The Board agrees that any news release or other type of publicity pertaining to the Program must recognize the City as the funding entity, which provided funds for the program.

ARTICLE XXII
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that its liability never exceed the agreed sum of **Fifty Thousand and no/100 Dollars ($50,000.00)**. Board expresses its willingness to enter into this Agreement with Board recovery from the City for any action or claim arising from this Agreement to be limited to **Fifty Thousand and no/100 Dollars ($50,000.00)**.

Accordingly, and notwithstanding any other term or condition of this Agreement, the Board hereby agrees that the City shall not be liable to the Board for damages in an amount in excess of **Fifty Thousand and no/100 Dollars ($50,000.00)**, for any action or claim of the Board or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE XXIII
VENUE, APPLICABLE LAW

This Agreement shall be governed by the laws of Florida, and any action shall be brought in Miami-Dade County, Florida.

ARTICLE XXIV
PUBLIC RECORDS LAW

The Parties understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. Upon request from the either Parties' custodian of public records, provide the other Party 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. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters. All records stored electronically must be provided to the Parties, upon request, in a format that is compatible with their information technology systems.

ARTICLE XXV
EDUCATIONAL RECORDS

The City understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. The City further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. The City shall regard all student information as confidential and will not disclose the student information to any third party.

(THIS PAGE IS LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary

SCHOOL BOARD OF MIAMI-DADE COUNTY:

By: _____
~~Superintendent~~/ Designee
Tabitha G. Fazzino
DESIGNEE

ATTEST:

By: _____
Guerty Genosier
Deputy City Clerk

Date: 3/13/2019

CITY OF NORTH MIAMI

By: _____
Larry M. Spring, Jr., CPA
City Manager

Date: 3/13/19

APPROVED AS TO FORM AND
Legal sufficiency:

By: _____
Jeff P. H. Cazeau, Esq.
City Attorney

Date: 3/11/2019

CERTIFICATION
I certify this to be a true and correct copy of the record in my office.
WITNESSETH my hand and official seal of the City of NORTH MIAMI Florida, this the _____ day of _____ 20 ___
_____ City Clerk

RISK MANAGEMENT
REVIEWED AND APPROVED
11/13/19

APPROVED AS TO PROCUREMENT AUTHORITY
(as to the School Board):

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY SCHOOL BOARD ATTORNEY

Procurement Management - Signature Date
6320 (5)(5)

ADDENDUM

In lieu of the above required insurance, please be advised that the School Board of Miami-Dade County, Florida maintains an ongoing self-insurance program for Public Liability, Automobile Liability and Workers' Compensation Insurance covering the School Board members, officers and employees subject to the limitations of Florida Statute 768.28.