

**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 _____, 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 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 (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 Four Hundred Dollars (\$400.00) per semester OR a maximum of One Thousand Two Hundred Dollars (\$1,200.00) 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, 2017**.

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.

This is too vague, if the City deems defects in the program, we need notice and a time (preferably 45 days) to cure.

- (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, both parties shall be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce rights and remedies against the breaching party.

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.

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 **One Hundred Thousand and no/100 Dollars (\$100,000.00)** 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 Florida Statute 768.28, the Board agrees to indemnify and hold harmless the City from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Board arising out of or in connection with the provisions of this agreement.

The City agrees to indemnify, hold harmless and defend the Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the City arising out of or in connection with the provisions of this agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE X **MONTHLY REPORTS**

The Board shall obtain a release of records from the student prior to disclosing the student information listed below. 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 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. Should this be the case, both parties must agree, in writing, to any changes that 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

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA**

BY: _____
(Superintendent of Schools or Designee)

(Name Typed)

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to the Board):

School Board Attorney - Signature Date

SUBMITTED BY:

Charge Location Administrator Signature Date

Regional Superintendent/Division Head Signature Date
(as applicable)

Office of Grants Administration Signature Date
(if applicable)

**NOTE: Signature of Assistant Superintendent for the Office
of Intergovernmental Affairs and Grants Administration
required ONLY for contracts financed from Contracted
Programs Funds (Part IV).**

Risk Management Signature Date

CITY OF NORTH MIAMI

By: _____
City Manager

ATTEST: _____
City Clerk

Approved as to form:

City Attorney