





**\*\* RUSH – CITY REQUESTING FOR AGENDA DEADLINE TODAY \*\***  
**\*\* NOTARY REQUIRED and TWO (2) WITNESS SIGNATURES \*\***

## **INTERNAL MEMO**

**DATE:** April 17, 2024 24M-071

**MEMO TO:** Colonel Oscar Llerena, Executive Director  
Department of Administration

**THROUGH:** Terrence Lynch, General Counsel/Executive Director   
Office of the General Counsel

**FROM:** H. Lee Futch, Deputy General Counsel – Sworn   
Office of the General Counsel

**SUBJECT:** Agreement for Signature – City of Pompano Beach – Summer Camp  
Program fka Summer GREAT Program

Attached please find for your signature a copy of the Agreement between BSO and the following:

### **Agreement Summary**

**Party:** City of Pompano Beach (“City”).

**Purpose:** FY23/24 Summer GREAT program for Pompano middle school students.

**Term** This Contract shall commence upon full execution by both parties and end on September 30, 2024.

**Consideration:** The City of Pompano Beach agrees to pay \$20,000.00.

**Special Conditions:** 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.

**Approved by:**

- Colonel Oscar Llerena, Executive Director, Dept. of Administration
- Catherine Moore, Comptroller, Finance
- Rafael Copa, Assistant Grants Manager, Grants Management
- Leslie Cedeno, Grants Coordinator, Grants Management

LF/mb  
Attachment

# APPROPRIATIONS CONTRACT

No. 12311

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**THIS CONTRACT** is signed on \_\_\_\_\_, by the City of Pompano Beach (“City”) and Broward County Sheriff’s Office, (“Recipient”).

**WHEREAS**, the City of Pompano Beach has appropriated for its current Fiscal Year 2023-24 (October 1st through September 30th), the sum of \$20,000 to Recipient, to conduct a program entitled or activity as described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description” (collectively the “Work”) attached hereto and incorporated herein by reference, for the period beginning October 1, 2022 and ending September 30, 2024; and

**WHEREAS**, the City Commission finds that entering into this Contract serves a valid public purpose as Recipients shall perform or provide a service that is beneficial to the residents of the City, and that the City is currently not in a position to provide such services on its own; and

**WHEREAS**, it is in the best interest of the City to enter into this contract with Recipient to provide the Work hereunder 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 set forth below.

1. *Contract Documents.* This Contract consists of Exhibit A, “Recipients Requirements, Contractual Responsibilities and Program Description”; Exhibit B, “Payment Schedule”; and Exhibit C, “Insurance Requirements” attached hereto, made a part hereof and incorporated herein, and all written change orders and modifications issued and approved by the City after execution of this Contract.

2. *Term of Contract.* This Contract shall be upon execution from both parties and ending September 30, 2024.

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

4. *City’s Maximum Obligation.* City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.

5. *Payment of Program.* City shall pay Recipient for performance of the Work in accordance with Payment Schedule set forth in Exhibit B.

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 whose 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 Recipient's Contract Administrator shall be Leslie Cedeno 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 representative(s) 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:** Leslie Cedeno,  
Grants Coordinator  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312-1308  
Office: 954-321-4201  
Email: [Leslie\\_Cedeno@sheriff.org](mailto:Leslie_Cedeno@sheriff.org)

**If to City:** Greg Harrison, City Manager  
100 W Atlantic Blvd.  
Pompano Beach, FL 33060  
Office: (954) 786-4601  
Email: [greg.harrison@copbfl.com](mailto:greg.harrison@copbfl.com)

8. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by 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 use and/or distribution as City deems appropriate provided City has compensated Recipient in accordance with the terms set forth herein. 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, Recipient shall promptly provide City's Contract Administrator copies of all of the above Work documents upon written request. 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 paragraph shall survive termination or expiration of this Contract.

To the extent it is necessary for Recipient to perform the Work, 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 the City fails for any reason to appropriate funds for this Contract, it 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 City's 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 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.

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

12. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.

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 either party and their agents as set forth in §768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

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 Paragraph, 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* in accordance with the provisions of Paragraph 26 below.

15. *Performance Under Law.* Recipient, in performance of its duties under this 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.* Recipient shall permit authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, related to the Work being funded by this Contract until three (3) years after City's final payment under this Contract. Recipient agrees that such inspections and audits may include City's authorized representatives auditing Recipient's financial affairs at any time with no advance notice by City.

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall, until **three (3) years after City's final payment to Recipient**, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

In the event Recipient receives fifty thousand dollars (\$50,000.00) or more from the City, the City reserves the right to request a copy of a Grant Auditing Report conducted in

accordance with the Government Auditing Standards issued by the United States Comptroller General and the provisions of OMB Circular A-133 issued by the Office of Management and Budget, Executive Office of the President. 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 City's written 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 Contractor.* Recipient shall be deemed an independent contractor for all purposes, and employees of Recipient and all its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the City. As such, the employees of 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 Recipient and City.

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

20. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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 Chapter 119, Florida Statutes or as otherwise provided by law.

3. 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 contract term and following completion of the Contract if Recipient does not transfer the records to the City.

4. Upon completion of this Contract, transfer, at no cost to City, all public records in its possession or keep and maintain public records required by the City as required hereunder. If Recipient transfers all public records to the City upon completion of this Contract, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Contract, Recipient shall meet all applicable requirements for retaining public records. Upon request from the City's custodian of public records, all records stored electronically by Recipient must be provided to the City in a format that is compatible with the information technology systems of the City.

B. Failure of the Recipient to provide the above described public records to the City within a reasonable time may subject Recipient to penalties under §119.10, Florida Statutes, as amended.

## **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](mailto:RecordsCustodian@copbfl.com)**

21. *Governing Law.* 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.

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 Paragraph 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. *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.

34. *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](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7. Fully cooperate with appropriate 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.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. *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.

**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**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**“RECIPIENT”**

Broward County Sheriff's Office  
(Print or type name of company here)

Witnesses:

Rita McDowell

Rita McDowell  
(Print or Type Name)

Dafne E. Perez

Dafne E. Perez  
(Print or Type Name)

By: [Signature]

Print Name: Oscar Llerena  
Colonel/Executive Director

Title: Department of Administration

Approved as to form and legal sufficiency  
subject to the execution by the parties:

By: [Signature]  
Terrence Lynch  
General Counsel/Executive Director  
Office of the General Counsel

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence  
or  online notarization, this 18 day of April, 2024, by \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a Florida non for profit corporation. He/She  
is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Thaina Reynoso  
(Name of Acknowledger Typed, Printed or Stamped)

406561  
Commission Number



Thaina Reynoso  
Comm.: HH 406561  
Expires: Jun. 5, 2027  
Notary Public - State of Florida

## 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 30<sup>th</sup>

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 Lump Sum narrative and 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 returned to 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.
- 8) For contracts awarded for multiple projects, RECIPIENT shall provide separate reports for each project as outlined under Paragraph 2 above. CITY reserves the right to withhold payment if RECIPIENT fails to provide the reports as requested.

**Broward Sheriff's Office**  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312  
954-831-8900  
[www.sheriff.org](http://www.sheriff.org)



**Broward Sheriff's Office**  
**Pompano Beach Summer Camp**  
**Funding Application 2024**

Applicant Agency:	Broward Sheriff's Office
Agency Address	2601 W. Broward Boulevard Fort Lauderdale, FL 33312-1308
Contact Person Title Phone Email	Leslie Cedeno Grants Coordinator 954-321-4201 <a href="mailto:Leslie_Cedeno@sheriff.org">Leslie_Cedeno@sheriff.org</a>
CEO/Executive Officer Title Phone	Gregory Tony Sheriff 954-831-8901
Chief Financial Officer Title Phone Email	Heather Mitchell Director of Finance 954-321-4492 <a href="mailto:Heather_mitchell@sheriff.org">Heather_mitchell@sheriff.org</a>
Agency Type	Public Safety
FEIN	59-6000534
DUNS	144668584
UEI	JYJ2Y9MKA4V6

### **Program Description**

The BSO's Pompano Beach Summer Camp (PBSC) is a summer program that builds trust between law enforcement and the communities they serve. PBSC will run 40 hours per week for five weeks at Crystal Lakes Middle School in Pompano Beach, FL. Sixteen BSO School Resource Officers (SRO) assigned to the Pompano Beach District will operate the program. SRO's serve as role models and mentors, changing lives in many cases while at the same time improving public safety. Police youth programs promote the prevention of juvenile crime by building relationships through engagement in nontraditional law enforcement activities.

The SROs curriculum will reinforce topics such as gang resistance, anti-bullying, youth violence, problem solving techniques, basic first aid/CPR, team building, positive social skills, and self-esteem. Youth will participate in community service projects, sportsmanship and academic enrichment activities, internet safety, mentoring, and swim/water safety. PBSC includes a family component which is life-skills based and enhances social bonding to reduce isolation within the family. The program will serve incoming 6<sup>th</sup> graders and rising 7<sup>th</sup> and 8<sup>th</sup> graders attending Pompano Beach middle schools. PBSC offers a safe environment free of charge for at-risk youth who would otherwise be left unsupervised. This is a crucial time for law enforcement to build relationships and trust with students.

The deputies strongly feel the program is imperative to the student's social and emotional needs as well as provide physical outlets. Without an operational and supervised program, the students are at far greater risk for getting into trouble or other setbacks. The SROs are committed to their mission of providing for students needs and helping families.

### **Utilization of Funds**

Requested funds will be used to pay for field trip expenses such as admissions, student lunches and snacks. Funds will also pay for camp supplies which includes arts and crafts materials, books, pencils and miscellaneous supplies used for class instruction, book reports, and community service projects; sports equipment and board games; and t-shirts with the BSO logo to help identify students on field trips. The salaries and benefits for the SRO's assigned to the program will be paid by the Broward Sheriff's Office.

### **Coordination with Other Agencies**

BSO's partnership with the Broward County School Board provides for a safe and secure location for the Summer PBSC program at no cost, allowing BSO to provide the program free of charge to parents. Crystal Lakes Middle School is part of the Summer Food Service program that provides free, nutritious meals to children in low income areas.

The SRO's believe students would benefit from the experience of giving back to the community and is therefore collaborating with area businesses and neighborhood organizations on to incorporate a volunteerism component to the program. As part of the mentoring component, BSO brings in guest speakers who address the importance of education, work ethics, safety, and necessary skills to get a job. BSO Fire Rescue provides instruction on Fire Safety and Prevention, basic First Aid, and CPR. BSO Explorers are middle and high school students who engage with PBSC participants as mentors and role models.

## Project Timeline

February	<ul style="list-style-type: none"> <li>• Advertise BSO's Pompano Beach Summer Camp <ul style="list-style-type: none"> <li>○ Post flyers at elementary and middle schools</li> </ul> </li> <li>• Open application period</li> <li>• Screen applications</li> <li>• Verify student eligibility with schools</li> <li>• Issue acceptance letters</li> </ul>
March - June	<ul style="list-style-type: none"> <li>• Order materials and supplies</li> <li>• Schedule field trips</li> </ul>
June	<ul style="list-style-type: none"> <li>• Prepare site for participants</li> <li>• Complete curriculum materials</li> </ul>
June – July	<ul style="list-style-type: none"> <li>• Program begins</li> <li>• Operational hours 7am – 4pm.</li> <li>• Students are given pre/post-tests as the program's primary evaluation and assessment measuring tool</li> </ul>
August – December	<ul style="list-style-type: none"> <li>• Follow up with students and parents to track progress after program completion</li> <li>• Meet with school guidance counselors to continue monitoring progress.</li> </ul>

## Project Objectives/Outcomes

The primary objectives of BSO's Pompano Beach Summer Camp are preventing youth violence, gang participation, anti-bullying, and legal consequences. Students will ultimately understand the dangers associated with delinquency and violent behaviors by learning problem solving techniques without resulting to violence. Students will participate in an evidence-based curriculum while experiencing educational, cultural, and pro-social recreational activities they would not have been afforded without the PBSC program.

### PBSC Objectives

- Provide a safe environment, supervision, and structured activities for youth during summer months;
- Strengthen decision making and problem solving skills;
- Teach anger recognition, management, and conflict resolution techniques;
- Provide a positive impact on youth and their families;
- Create a positive attitude toward family members, law enforcement, school, and the community.

### PBSC Outcomes

- 40 at-risk middle school students will attend BSO's Pompano Beach Summer Camp;
- Students will learn how to apply problem solving skills;
- Students will learn to avoid gang and/or criminal activities;
- Students will have improved communication and relationships with family, law enforcement, school, and within the community.

## Data Collection

Daily attendance sheets are used to monitor student attendance in the program. SRO's will take a headcount of students during the lunch break and monitor pick up process at the end of the day ensuring that the students remained present the entire day. Demographic and income information will be compiled from questions on the PBSC application.

**Budget**

<b>Project Budget</b>	
Program Supplies	\$1,500.00
Field Trips	\$13,500.00
Student Lunches/Snacks	\$5,000.00
<b>TOTAL</b>	<b>\$20,000.00</b>

**Budget Justification**

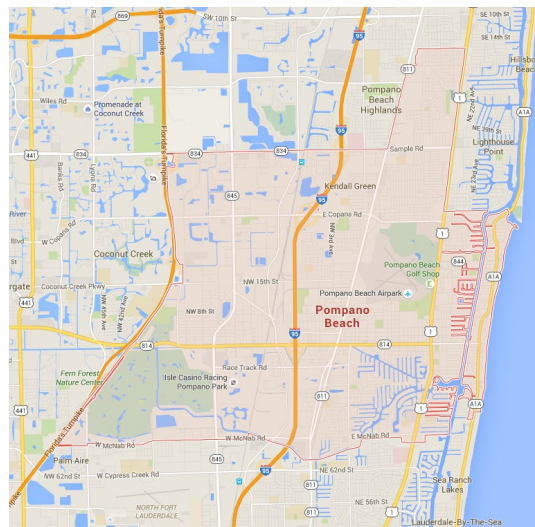
A. Requested Funds

- Program Supplies: \$30 X 40 students and 10 deputies = \$1,500. Cost includes:
  - Each student will receive five BSO logo t-shirts to be worn daily and on each field trip;
- Field trips: \$54/ea X 40 students and 10 deputies X 5 weeks = \$13,500;
- Lunches/Snacks: \$20/ea X 40 students and 10 deputies X 5 weeks = \$5,000

B. Other Sources

- Crystal Lakes Middle School provides breakfast and lunch to students during the summer program except on weekly field trip days. The school receives its funding from the national Title 1 program, which provides free meals to schools in low income areas.

Designated project area is the City of Pompano Beach. Campers will be students enrolled in Pompano Middle and Crystal Lakes Middle schools and will reside in zip codes 33064 and 33060.



City of Pompano Beach





## Pompano Beach Summer Camp Work Plan

General Objectives:					
1. Prevent youth violence, gang participation, anti-bullying, and legal consequences through participation of evidence based curriculum.					
2. Students will experience educational, cultural, and pro-social recreational activities they would not have been afforded otherwise.					
Project Objectives	Expected Outcome	Data Source / Evaluation Methodology	Key Activities	Timeline	Responsibility
1. Provide a safe environment, supervision, and structured activities for youth during summer months;  2. Strengthen decision making and problem solving skills;  3. Teach anger recognition, management, and conflict resolution techniques;  4. Provide a positive impact on youth and their families;  5. Create a positive attitude toward family members, law enforcement, school, and the community.	1. 40 at-risk middle school students will attend Pompano Beach Summer Camp;  2. Students will learn how to apply problem solving skills;  3. Students will avoid gang and/or criminal activities;  4. Students will have improved communication and relationships with family, law enforcement, school, and within the community.	1. Daily attendance sheets are used to monitor student participation in the program.  2. PBSC Applications will include demographic and income verification as data to be used for evaluation.	<ul style="list-style-type: none"> <li>• Advertise Pompano Beach Summer Camp</li> <li>• Open application period</li> <li>• Schedule field trips</li> <li>• Screen applications</li> <li>• Verify student eligibility</li> <li>• Issue acceptance letters</li> <li>• Order/purchase materials and supplies</li> <li>• Prepare site for participants</li> <li>• Complete curriculum materials</li> <li>• Program begins</li> <li>• Operational hours 8am – 4pm. Deputies arrive by 7am and remain until all students are picked up</li> </ul>	<ul style="list-style-type: none"> <li>• Feb – Apr</li> <li>• Feb – Apr</li> <li>• Feb – May</li> <li>• Mar – May</li> <li>• Mar – May</li> <li>• Mar – May</li> <li>• Mar – May</li> <li>• Jun</li> <li>• Jun</li> <li>• Jun – Aug</li> <li>• Jun – Aug</li> </ul>	BSO Deputies (SRO's) will be responsible for all activities related to the preparation and delivery of the program

## **Exhibit “B” Payment Schedule**

### **A. AWARD DISBURSEMENTS**

The awards disbursement process will begin upon execution of this contract from both parties and end in September, 30 for the fiscal year that this contract is approved.

### **B. PAYMENT SCHEDULE**

The total amount awarded for the Broward County Sheriff’s Office for BSO Summer G.R.E.A.T Program for the current fiscal year is: \$20,000.00.

There will be a lump sum payment issued in advance equal to \$20,000.00. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY, in the lump sum narrative and financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

All payments and reporting requirements apply for each project which is a part of the awarded contract.



## **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 and which name on a primary basis, the CITY as an additional insured on all such coverage. 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 the ORGANIZATION is obligated to pay compensation to employees engaged in the performance of the work. ORGANIZATION 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) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

ORGANIZATION'S negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

<b>Type of Insurance</b>	<b>Limits of Liability</b>	
<b>GENERAL LIABILITY:</b>	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	
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<b>AUTOMOBILE LIABILITY:</b>	Minimum \$10,000/\$20,000/\$10,000	
XX comprehensive form		
XX owned		
XX hired		
XX non-owned		
-----		
<b>REAL &amp; PERSONAL PROPERTY</b>		
— comprehensive form	Agent must show proof they have this coverage.	
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<b>EXCESS LIABILITY</b>	Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000
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<b>PROFESSIONAL LIABILITY</b>	Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000 \$1,000,000
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(3) 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. ORGANIZATION 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 ORGANIZATION, the ORGANIZATION 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; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. ORGANIZATION hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ORGANIZATION shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should ORGANIZATION enter into such an agreement on a pre-loss basis.

