

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by
and between:

CITY OF POMPANO BEACH, a Florida municipal corporation,
having its principal office at 100 W. Atlantic Boulevard, Pompano
Beach, Florida 33060, (“City”),

and

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA**, a political subdivision of the State of
Florida, having its principal office at 111 East Las Olas Boulevard,
Fort Lauderdale, Florida 33301, (“College”),

collectively referred to as the “Parties,” and individually as a “Party.”

WHEREAS, the City of Pompano Beach's mission is to make the City of Pompano Beach a secure, clean and desirable place to live, work and visit by providing a continually improving wide range of city services; to encourage a community that retains and promotes employment opportunities, economic growth and improved quality of life, where people of diverse cultural backgrounds and incomes peacefully interrelate; and

WHEREAS, the College provides higher education, technical and occupational training for the residents of Broward County, and serves as a source of cultural enrichment; a resource for community development, business and industry; and an avenue for continued skill upgrading and enhancement and retraining; and

WHEREAS, the College and the City desire to enter into this Agreement to establish a framework for a cooperative relationship that connects City of Pompano Beach residents to varied educational opportunities.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions, the Parties as follows:



PART I: GENERAL AREAS OF COOPERATION

A. The goal of this Agreement is to coordinate the efforts of the City and the College to provide varied educational opportunities to City of Pompano Beach residents as outlined in the Appendix "A," attached and incorporated in this Agreement. The City agrees to provide, where available and feasible, access to City facilities for mutually agreeable College educational programming, as illustrated and discussed in Appendix "A," including, but not limited to the following:

1. Broward College will design and deliver on-site workshops, courses and programs
2. Broward College will deliver certification training
3. Broward College will develop access strategy for citizens for Broward College degrees and certifications
4. Broward College will build a college and career readiness campaign
5. Broward College will create entrepreneurial programming

PART II. GENERAL CONDITIONS

A. The foregoing "WHEREAS" clauses are true and correct and are incorporated by this reference into this Agreement. The Exhibit attached are also incorporated into and made a part of this Agreement.

B. **Term.** The initial term of this Agreement will be two (2) years, effective as of the date of the last signature to this Agreement.

C. This Agreement may be extended by written mutual consent of both parties prior to the expiration of this initial Agreement for an additional two (2) year period. Additionally, this Agreement may also be cancelled by either Party at any time by sixty (60) days prior written notice to the other Party. If such notice is given, this Agreement shall terminate at the end of the sixty (60) days' notice period; EXCEPT THAT the training, course or program and this Agreement shall continue to be effective for the purpose of permitting students who have started a training, course or program to complete it.



D. This Agreement does not obligate either Party to expend any funds.

E. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall be construed to affect in any way the rights, privileges and immunities of either Party, or be intended to serve as a waiver of sovereign immunity, as set forth in Florida Statutes §768.28.

F. **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third party person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing in this Agreement shall be construed as consent by any Party to be sued by third parties in any matter arising out of this Agreement.

G. **Modification/Termination.** This Agreement is subject to change or modification by mutual written consent between the Parties. It is understood that this Agreement may be modified by either Party. This Agreement may be terminated by either Party upon written notice to the other Party, given at least sixty (60) days advance notice of such termination date.

H. Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

I. **Non-Transferability.** Neither this Agreement nor any interest in this Agreement may be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other Party. In the event of an attempt to assign, transfer, convey or otherwise dispose of any interest in this Agreement to any person not specifically a Party to this Agreement, then this Agreement shall be null and void and terminated without notice.



J. **Venue.** The Agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction or mediated in Broward County, Florida.

K. **Public Records**

1. The Parties are public agencies subject to Chapter 119, Florida Statutes. College shall comply with Florida's Public Records Law, as amended. Specifically, the Parties shall:

a. Keep and maintain public records required in order to perform the service.

b. Upon request from the other Party's custodian of public records, provide the requesting Party 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.

c. 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.

d. Upon completion of the Agreement, transfer, where applicable, at no cost to the other Party, all public records in its possession, or keep and maintain public records required to perform the service. If a Party transfers all public records upon completion of the Agreement, the other Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If a Party keeps and maintains public records upon completion of the Agreement, the Party shall meet all applicable



requirements for retaining public records. All records stored electronically must be provided, upon request from the custodian of public records in a format that is compatible with the information technology systems of the requesting Party.

2. Failure of a Party to provide the above described public records within a reasonable time may subject it to penalties under Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COLLEGE'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**

L. **Notices.** Any notice required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by hand delivery to the address of the Party to whom the notice is to be given. Addresses of the parties are as follows:

FOR CITY:

Gregory P. Harrison, City Manager
City of Pompano Beach
100 W. Atlantic Blvd., Fourth Floor
Pompano Beach, Florida 33060-1300
greg.harrison@copbfl.com

Mark E. Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., #467
Pompano Beach, Florida 33060
mark.berman@copbfl.com



Earl Bosworth, Assistant City Manager
City of Pompano Beach
100 W. Atlantic Blvd., Fourth Floor
Pompano Beach, Florida 33060
earl.bosworth@copbfl.com

FOR COLLEGE:

Gregory Haile, President
Broward College
225 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
ghaile@broward.edu

Dr. Mildred Coyne
Broward College
225 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
mcoyne@broward.edu

M. FORCE MAJEURE

1. Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either Party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

2. If either Party is unable to perform, or are delayed in their performance of any obligations under this Agreement because of any event of force majeure, their inability to perform or delay shall be excused until such time as may be reasonably necessary for either Party to correct the adverse effect of such event of force majeure.

3. In order to be entitled to the benefit of this Paragraph, a Party claiming an event of force majeure shall be required to give prompt written notice to the other Party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.



N. WAIVER AND MODIFICATION

1. A Party's failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

2. The Parties may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

O. SEVERABILITY. Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

P. BINDING EFFECT. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

Q. MISCELLANEOUS

1. This Agreement 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 Agreement and any signatory to this Agreement shall be considered for all purposes as original.

2. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and both parties agree there are no commitments, agreements or understandings relevant to the subject matter that are not contained in this Agreement. Accordingly, both parties



agree not to deviate from the terms in this Agreement predicated upon any prior representations or agreements, whether oral or written.

3. Regardless of which Party or Party's counsel prepared the original draft and subsequent revisions of this Agreement, both City and College and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against, either Party.

4. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

5. In the event of litigation between the parties, the prevailing Party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs, at trial or on appeal. The provisions of this paragraph shall survive termination of this Agreement.

6. Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

**REMAINDER OF PAGE IS INTENTIONALLY
LEFT BLANK**



IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

:jrm
10/30/19
L:agr/mgr/BandW/2020-134



"COLLEGE":

Attest:

**THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA**
a political subdivision of the state of Florida

Secretary

By: [Signature]
Gregory Adam Haile, Esq., President

-or-

By: [Signature]
Dr. Mildred Coyne

[Signature]
Witness Signature

Approved as to Form and Legal Content:

Avis M. McCoy

Print Name

[Signature]
By: _____
General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of NOVEMBER, 2019 by GREGORY ADAM HAILE, Esq. as President of BROWARD COLLEGE, a political subdivision of the state of Florida, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Avis M. McCoy
(Name of Acknowledger Typed, Printed or Stamped)

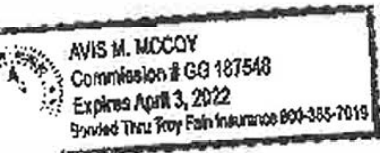
GG 187548
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of November, 2019 by DR. MILDRED COYNE as DR. V.P. WORKFORCE EDUCATION of BROWARD COLLEGE, a political subdivision of the state of Florida, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Avis M. McCoy
(Name of Acknowledger Typed, Printed or Stamped)

GG 187548
Commission Number



MEMORANDUM OF UNDERSTANDING

Appendix A

Broward College and City of Pompano Beach

IV. Purpose and Scope

To connect City of Pompano Beach residents to educational opportunities, Broward College and the City of Pompano Beach have outlined areas of cooperation that may include, but not be limited to the following:

1. Develop programs and certifications for on-site delivery for residents of the City of Pompano Beach by Broward College
 - a. Conduct community focus groups on education and training needs of residents
 - b. Analyze business climate and local employer needs
 - c. Deliver credit and non-credit training options that lead to employment, including but not limited to
 - i. Technology: Microsoft Office i.e. Excel, Power Point, Word
 - ii. CAPM (Certified Assoc Project Management)
 - iii. Lean Six Sigma Yellow and Green Belt Certification
 - iv. Substitute Teacher Training
 - v. Accounting
 - vi. Insurance 4:40 to 2:20 (Reg. Customer Service)
 - vii. Mini MBA (Mastery Business Applications)
 - viii. IT Programs
 - ix. Bookkeeping (AIPB Certification)
 - x. Train to Gain program that provide skills and credentials needed for entry level positions.
2. Develop access strategy for City of Pompano Beach residents for BC degrees
 - a. Schedule TRIO College Access Bus visits
 - b. Outreach to residents for BC information sessions and selected workshops
 - i. Accelerate your Degree with Credit for Prior Learning Workshops
 - c. Provide BC information on degrees to City residents
 - d. On-site courses for credit or certification
3. Create entrepreneurial programming for City of Pompano Beach residents
 - a. Partner with Minority Business Development Center with the Innovation Hub at Broward College
 - b. Deliver a Start Up Now Accelerator in the City of Pompano Beach for a cohort of residents
 - c. Offer Entrepreneur readiness workshops for residents.