



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees ratify the Community Development Block Grant Coronavirus (“CDBG-CV”) Sub Recipient Partnership Agreement with the City of Deerfield Beach - Ready2Work Program to provide Workforce & Continuing Education training programs to the residents of the City of Deerfield Beach. Revenue Generation \$78,405.60 for student tuition/scholarship.**

**Presenter(s):** Steven Tinsley,

**What is the purpose of this contract and why is it needed?** This CDBG-CV Sub Recipient Partnership Agreement with the City of Deerfield Beach provides residents of Deerfield Beach short Continuing Education workforce certificate/certification programs offered through Broward College’s flexible-virtual- modalities. The City of Deerfield Beach will use CDBG-CV funds to provide tuition scholarship payments to Broward College for training a maximum of 105 Deerfield Beach residents through this program.

**What procurement process or bid waiver was used and why?** N/A. The College is not procuring a good/service. The City of Deerfield Beach will provide \$78,405.60 in tuition/scholarships to Broward College for training students.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?** N/A. The college will receive \$78,405.60 in tuition/scholarships dollars for training residents of Deerfield Beach during Spring - Fall 2024.

**What fund, cost center and line item(s) were used?**

NA. Revenue received from tuition scholarships paid to Broward College will be recorded as revenue.

**Has Broward College used this vendor before for these products or services?** No, this is a new agreement.

**Was the product or service acceptable in the past?** N/A

**Was there a return on investment anticipated when entering this contract?** Yes: Increased enrollment and Certification attainment by students from Deerfield Beach, and \$78,405.60 tuition/scholarships (revenue).

**Was that return on investment not met, met, or exceeded and how?** N/A, this is a new agreement.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

- 1. Empower Student Development**, providing learners with a customized learning experience which was designed based on high need and requests for skilled workers.
- 2. The Fuel for our Strategy**, Financial Innovation (revenue generation program).

**Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

**Jeffrey Nasse**


Jeffrey Nasse, Provost and SVP of Academic Affairs


























5/8/2024

APPROVAL PATH: 12024 City of Deerfield Beach - Community Partnership Agreement

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Diane Peart	AVP Review		 Completed	
2	Steven Tinsley	SVP of Workforce Education and In		 Completed	
3	Alina Gonzalez	Review		 Completed	
4	Raj Mettai	Review		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
6	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
7	Ethan Sharp	Review		 Completed	
8	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
9	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Completed	
10	<b>Pending Counter-Signature(s)</b>	Review		 Completed	
11	Board Clerk	Agenda Preparation		 Completed	
12	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	

**RESOLUTION NO. 2024/096**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SUBRECIPIENT PARTNERSHIP AGREEMENT WITH THE BROWARD COLLEGE DISTRICT BOARD OF TRUSTEES, FLORIDA IN A TOTAL AGGREGATE FUNDING AMOUNT OF \$78,405.60 FOR THE IMPLEMENTATION OF THE READY2WORK RAPID CREDENTIALING PROGRAM; AUTHORIZING EXECUTION OF THE SUBRECIPIENT PARTNERSHIP AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Deerfield Beach is an entitlement community and receives an annual allocation from the U.S. Department of Housing and Urban Development (“HUD”) under the Community Block Grant (“CDBG”) Program; and

**WHEREAS**, HUD administers the CDBG Program and the Community Development Block Grant Coronavirus (“CDBG-CV”) program at the Federal level and has distributed CDBG-CV grant funds to the State of Florida; and

**WHEREAS**, the Florida Department of Economic Opportunity (“DEO”) is the CDBG-CV grantee agency for the State of Florida and announced the availability of funding for small cities and entitlement units of local government under the CDBG-CV program; and

**WHEREAS**, the City applied for and has been allocated CDBG-CV funding by DEO to be utilized for three different activities benefitting the City’s residents affected by COVID-19, including workforce, senior technology and food delivery programs; and

**WHEREAS**, as part of the grant application program, DEO approved the City’s partnership with two entities for the implementation of the workforce activity, one of them being Broward College; and

**WHEREAS**, in order to facilitate and implement the workforce activity through the Ready2Work Rapid Credentialing Program (the “Program”), the City desires to enter into the Subrecipient Partnership Agreement with the Broward College District Board of Trustees, Florida, (“Broward College”), attached as Exhibit “1” (the “Agreement”); and

**WHEREAS**, the Program will provide the opportunity for 100 City residents who are underemployed or unemployed to enroll in certain classes offered by Broward College to learn new skills to assist in obtaining or retaining a career and received industry recognized certifications; and

**WHEREAS**, Broward College will offer a total of seven (7) online workforce certification courses, course materials, and the administrative assistance for student’s during the college’s registration process as more specifically described in Exhibit “A” of the Agreement; and

**WHEREAS,** City staff recommends approving and authorizing execution of the Agreement with Broward College, attached as Exhibit “1,” for the implementation of the Program in a total aggregate amount of \$78,405.60.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

**Section 2.** The City Commission hereby approves the Agreement with Broward College, attached as Exhibit “1,” for the implementation of the Program in a total aggregate amount of \$78,405.60.

**Section 3.** The City Commission hereby authorizes the City Manager to execute the Agreement, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4.** The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9TH DAY OF JULY, 2024.

CITY OF DEERFIELD BEACH

  
\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST  
  
\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK



CDBG-CV SUB RECIPIENT PARTNERSHIP AGREEMENT  
BETWEEN  
CITY OF DEERFIELD BEACH, FLORIDA  
AND  
BROWARD COLLEGE  
FOR  
READY2WORK RAPID CREDENTIALING PROGRAM

THIS CDBG-CV SUBRECIPIENT PARTNERSHIP AGREEMENT (the "Agreement") is made and entered this 9<sup>th</sup> day of July, 2024, by and between the CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, ("CITY") and THE BROWARD COLLEGE DISTRICT BOARD OF TRUSTEES, FLORIDA, a public body corporate of the State of Florida (hereinafter "SUBRECIPIENT"), Inc, whose address is 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, FL 33309.

RECITALS

WHEREAS, the CITY is an entitlement community and receives an annual allocation from the U.S. Department of Housing and Urban Development ("HUD") under the Community Block Grant ("CDBG") program; and

WHEREAS, HUD administers the CDBG program and the Community Development Block Grant Coronavirus ("CDBG-CV") program at the Federal level and has distributed CDBG-CV grant funds to the State of Florida; and

WHEREAS, the Florida Department of Economic Opportunity ("DEO") is the CDBG-CV grantee agency for the State of Florida and announced the availability of funding for small cities and entitlement units of local government under the CDBG-CV program; and

WHEREAS, the CITY applied for and has been allocated CDBG-CV funding by DEO to be utilized for three different activities benefitting the City's residents affected by COVID-19, including workforce, senior technology and food delivery programs; and

WHEREAS, as part of the grant application and Program, DEO approved the CITY's partnership with two entities, for implementation of the workforce activity, one of them being the SUBRECIPIENT; and

WHEREAS, in order to facilitate and implement the workforce activity through the Ready2Work Rapid Credentialing Program (the "Program"), the parties desire to enter into this Partnership Agreement (the "Agreement") to set forth the parties' obligations and responsibilities; and

WHEREAS, on July 9, 2024, the City Commission passed and adopted Resolution No. 2024/096 approving and authorizing the execution of this Agreement with the SUBRECIPIENT.

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



ARTICLE 1  
RECITALS

The above recitations are true and accurate and are hereby made a part of this Agreement.

ARTICLE 2  
TERM

This Agreement shall be effective from the date of execution by all parties and shall expire on July 8, 2025, unless terminated earlier as set forth in this Agreement.

ARTICLE 3  
PROJECT

SUBRECIPIENT agrees to provide and implement the Program through educational training by offering five certification programs to eligible City residents (the "Project") as more specifically set forth in the Scope of Services attached as Exhibit "A" and incorporated herein by reference (the "Scope of Services"). SUBRECIPIENT has provided information to CITY to allow it to confirm that the Project carried out under this Agreement meets the National Objective as defined in 24 CFR 570.208.

If SUBRECIPIENT fails to meet the performance benchmarks/deliverables to expend the CDBG-CV funds, the CITY will review SUBRECIPIENT's progress and its inability to meet these grant expenditure rates as a performance indicator and it will factor into the CITY's determination of noncompliance. HUD requires the CITY to timely spend its CDBG-CV funds. Therefore, it is critical that SUBRECIPIENT complies with the deadlines and deliverables. Time is of the essence. SUBRECIPIENT's failure to work diligently toward timely completing the PROJECT and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the CITY may cease disbursing funds pursuant to this Agreement, so that the CITY can reallocate the funds for other uses or projects.

ARTICLE 4  
FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable by the CITY to the SUBRECIPIENT under this Agreement shall be in an amount not exceed \$78,405.60 inclusive of a 30% administrative fee and such payments to SUBRECIPIENT shall be based upon the parameters set forth Exhibit "B." This shall be the maximum expenditures authorized for payment by the CITY under this Agreement. In no event shall the CITY be liable for any sum exceeding the above stated amount. Any funds remaining unexpended or not disbursed to SUBRECIPIENT by the CITY as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other CITY projects as determined by the CITY.
- 4.2 CITY agrees to fund SUBRECIPIENT for the eligible Project expenses incurred as provided for in the Schedule of Deliverables and Budget attached as Exhibit "B" and incorporated herein by reference, provided that a suspension of payment as set forth in Article 12 has not occurred, and provided further that SUBRECIPIENT complies with the procedures for invoices and payments as set forth in Article 5.



- 4.3 SUBRECIPIENT acknowledges and agrees that payment by CITY is contingent upon CITY receiving funding in accordance with the Grant Agreement.

ARTICLE 5  
PROCEDURES FOR INVOICING AND PAYMENT

- 5.1 SUBRECIPIENT shall adhere to the procedures set forth herein and shall include the following documentation:
- (a) SUBRECIPIENT shall not use the funds allotted under this Agreement for any purpose other than the purpose set forth in Article 3 relating solely to the five certification classes expenses required as set forth in Exhibit "B".
  - (b) Request by SUBRECIPIENT for payment shall be accompanied by all proper documentation and shall be submitted to the Department for approval no later than 15 days after the last date covered by the request. SUBRECIPIENT shall submit proper documentation with each monthly payment reimbursement request.
  - (c) For purposes of this section, true and correct copies of invoices, receipts, or other evidence of indebtedness, shall be considered proper documentation. Invoices shall not be honored if received by CITY later than ten days after expiration or termination of this Agreement.
  - (d) In addition, SUBRECIPIENT shall provide CITY with one progress report and a closeout report as provided in the attached Exhibit "C". The Progress report is due after registration is closed and participants are enrolled. The Closeout report is due 10 days after course completion. The Closeout report shall include program status update, percentage of work completed, and the total amount of Program expenditures incurred to date.
- 5.2 Upon receiving the invoices, reports and other materials as described in this Article, the Department may audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 5.3 Upon determination by the Department that the services or material invoiced have been received or completed, the Department shall authorize payment to SUBRECIPIENT the amount the Department determines to be payable, pursuant to the audit. CITY agrees that it shall make its best efforts to pay SUBRECIPIENT within 30 calendar days after proper presentation of invoices and reports approved by SUBRECIPIENT director or officer and the Department director or his/her designee. In no event shall CITY provide advance funding to SUBRECIPIENT. Further, CITY agrees to make payment and reimburse all budgeted costs available under federal, state, city and county guidelines.
- 5.4 SUBRECIPIENT shall have an adequate financial system and internal fiscal controls in accordance with CDBG-CV requirements. and CITY requirements.





- 5.5 SUBRECIPIENT agrees to invoice the CITY for all funds allocated after registration is completed. All funds not expended within the term of this Agreement shall remain in the custody and control of CITY, and shall be funds of the CITY.

ARTICLE 6  
IMPLEMENTATION AND TIMETABLE

SUBRECIPIENT agrees to implement the Scope of Services set forth in Exhibit “A” and comply with the deliverables and budget schedule set forth in Exhibit “B”. Failure to comply with the implementation schedule timetable for each checkpoint shall warrant a review by department staff to determine the appropriate measures for the SUBRECIPIENT to cure the delay in implementation of such timetables.

ARTICLE 7  
ASSURANCES

- 7.1 SUBRECIPIENT agrees to comply with all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws set forth in 24 C.F.R. part 570 subpart I (the “State Community Block Grant Program). Further, SUBRECIPIENT agrees to comply with the requirements of Title 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- 7.2 SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, ordinances, codes, guidelines and regulations. Any conflict or inconsistency between the above federal, state or local laws, guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive laws, guidelines or regulations.
- 7.3 SUBRECIPIENT further agrees that this Agreement is subject to the standard terms and conditions used in the Grant Agreement and such other rules, regulations or requirements as DEO or HUD may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement, by the parties hereto.

ARTICLE 8  
FINANCIAL RESPONSIBILITY/AUDITS/RETENTION OF DOCUMENTS/MONITORING

- 8.1 SUBRECIPIENT gives CITY, DEO and HUD, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Program and Scope of Services. During the Term of this Agreement and for three (3) years following the Agreement’s expiration, the CITY, DEO and HUD shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its subcontractors that are related to this Agreement. The SUBRECIPIENT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the SUBRECIPIENT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the SUBRECIPIENT or

its subcontractors, as applicable, shall make same available at no cost to the CITY, DEO or HUD in written form.

- 8.2 SUBRECIPIENT agrees to maintain books, records and documents in accordance with standard accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CITY under this Agreement. In addition, SUBRECIPIENT shall maintain all records and documentation required by 2 C.F.R; part 200, 24 C.F.R. Section 570.506 and 570.502, just as if these requirements and as set forth in Article 19 of this Agreement.
- 8.3 SUBRECIPIENT agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such funds in full to CITY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by CITY.
- 8.4 The SUBRECIPIENT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the SUBRECIPIENT and its subcontractors' records, the SUBRECIPIENT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.
- 8.5 CITY will monitor SUBRECIPIENT's performance as necessary and in accordance with 2 C.F.R. Sections 200.330-332 to ensure SUBRECIPIENT's compliance with all of the requirements of this Agreement, including timeframes and performance standards a required. The CITY shall monitor the SUBRECIPIENT and identify any failures in the administration and performance of the PROJECT. The monitoring plan shall also serve to identify whether the SUBRECIPIENT needs technical assistance. Should the CITY find any deficiencies by means of its monitoring of the SUBRECIPIENT, the CITY reserves the right to terminate this Agreement as provided herein or require the SUBRECIPIENT to take corrective action as in its sole discretion it sees fit.

In addition to the program performance, the CITY shall monitor financial performance as required by 2 C.F.R. 200.322. Monitoring shall be used to document allowable and unallowable costs, time, and effort reporting. Monitoring will also be used to follow up on findings identified in an earlier monitoring, visit, from document reviews or after an audit to ensure the SUBRECIPIENT took corrective action pursuant to 2 C.F.R. Section 200.322.



ARTICLE 9  
RESPONSIBILITY/LIABILITY CLAUSE

SUBRECIPIENT assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees and agents to the extent provided in Section 768.28, Florida Statutes. SUBRECIPIENT will assure that persons subcontracting with or otherwise acting or engaged to act in the instance of SUBRECIPIENT in furtherance of SUBRECIPIENT fulfilling its obligations under this Agreement will assume such risk with respect to the willful or negligent acts or omissions of their personnel. The parties further agree that nothing contained herein will be construed or interpreted as (1) denying to either party any remedy or defense available under the law to such party or its agents and agencies, including any defense against being sued by reason hereon; (2) the consent of either party or its agents and agencies to be sued by reason hereon; (3) or a waiver of sovereign immunity by either party beyond the waiver that may be provided to it by law.

ARTICLE 10  
INSURANCE REQUIREMENTS

10.1 The SUBRECIPIENT shall carry and keep in force, at all times during the Term, the following insurance polic(ies) coverage and said polic(ies) and shall be issued by companies licensed to do business in the State of Florida. SUBRECIPIENT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance as indicated with exes:

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease.

10.2 CITY reserves the right to review and revise insurance requirements at the time of renewal or amendment of this Agreement, including but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall ensure that subcontractor(s) also have the required Workers Compensation Insurance.

10.3 SUBRECIPIENT must comply with this section before the CITY will disburse the Grants Funds to SUBRECIPIENT.





ARTICLE 11  
PROCUREMENT/SUBCONTRACTING/THIRD PARTY CONTRACTS

If SUBRECIPIENT hires contractor or third parties to perform the services for the Project, then SUBRECIPIENT shall adhere to the requirements in 2 C.F.R. Section 200.322, if applicable.

ARTICLE 12  
TERMINATION

- 12.1 This Agreement is contingent upon the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than 24 hours' notice in writing to SUBRECIPIENT. Said notice shall be delivered by electronic mail to the registered agent listed in the agreement, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to SUBRECIPIENT if funding is not available.
- 12.2 If, through any cause, SUBRECIPIENT fails to implement the Program in accordance with the Scope of Services , as set forth in the attached Exhibit "A", within 30 days from the date of execution of this Agreement, or fails to fulfill in timely and proper manner its obligation under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, terms or conditions, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to SUBRECIPIENT of such termination or suspension of payment and specifying the effective date thereof, at least five days before the effective date of termination or suspension. If payments are withheld, the Department shall specify in writing the actions that must be taken by SUBRECIPIENT as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 12.3 In the best interests of the program and to fulfill the requirements pursuant to the Grant and Grant Agreement, either party may terminate this Agreement upon 30 days' notice in writing of its intent to terminate, stating the party's reasons for doing so. In the event CITY terminates the Agreement, CITY shall pay SUBRECIPIENT for documented committed eligible costs subject to the conditions set forth in subsection 11.4 above.

ARTICLE 13  
SUSPENSION OF PAYMENTS

The parties agree that the following events are sufficient cause for suspension of payments after written notice. Such events include but are not limited to:

- (a) Ineffective or improper use of CDBG-CV Grant Funds
- (b) Failure to comply with the work program or terms of this Agreement;
- (c) Failure to submit reports as required, including a favorable audit report;
- (d) Submittal of incorrect or incomplete reports in any material respect; and
- (d) Breach of this Agreement by SUBRECIPIENT.





ARTICLE 14  
INDEPENDENT CONTRACTOR

SUBRECIPIENT is and shall be, in the performance of the project(s) under this agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by SUBRECIPIENT shall be performed by employees of SUBRECIPIENT and subject to supervision by SUBRECIPIENT, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to SUBRECIPIENT'S sole direction, supervision and control. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of SUBRECIPIENT, which policies of SUBRECIPIENT shall not conflict with CITY, USDA., or Federal policies, rules or regulations relating to the use of the grant funds provided for herein. The City and the SUBRECIPIENTS are not partners, joint ventures or affiliated entities.

ARTICLE 15  
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement 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 agreements whether oral or written.

ARTICLE 16  
NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, either by hand with proof of delivery, by electronic mail with receipt of delivery, or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

David Santucci, City Manager  
City of Deerfield Beach  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

For City Attorney

Anthony C. Soroka, Esq.  
Weiss, Serota, Helfman, Cole & Bierman  
2255 Glades Road, Suite 200-E  
Boca Raton, Florida 33431



For Subrecipient: The District Board of Trustees of Broward College  
6400 NW 6th Way  
Ft. Lauderdale FL 33309

ARTICLE 17  
AMENDMENTS/ ASSIGNMENTS

- 17.1 CITY may, in its discretion, amend this Agreement to conform with changes in federal, state, CITY and/or DEO/HUD. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval by the City of Deerfield Beach City Commission and the SUBRECIPIENT.
- 17.2 The Department Director shall be authorized to approve any changes to the attached Exhibit "A" necessary to enhance the performance of the project set out in the attached Exhibit "A", provided such changes do not result in substantial change in the project, and are compliant with DEO and HUD regulations and grant agreement. Any such changes will be memorialized in an amendment to this Agreement and signed by both parties.
- 17.3 SUBRECIPIENT shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.
- 17.4 Except as expressly provided in this Article it is agreed that no modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formalities as employed in this agreement.

ARTICLE 18  
REPORTS, PLANS AND OTHER AGREEMENTS

All reports, plans, surveys, information, documents, and other data or procedures provided by SUBRECIPIENT to CITY for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their use and shall be made available by SUBRECIPIENT at any time upon request by CITY or the Department. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department Director upon his/her written request. The parties hereby acknowledge and agree that while copies of course materials may be provided to CITY, ownership of course materials and all ancillary materials will remain the property of SUBRECIPIENT.

ARTICLE 19  
PUBLIC RECORDS

SUBRECIPIENT shall comply with Chapter 119, Florida Statutes, "Public Records Law" including but not limited to Section 119.0701, Florida Statutes.

SUBRECIPIENT shall:

1. Keep and maintain public records required by the CITY to perform the Scope of Services.



2. Upon request by the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
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 Agreement term and following completion of the Agreement if the SUBRECIPIENT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the CITY to perform the Scope of Services. If the SUBRECIPIENT transfers all public records to the CITY upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Agreement, the SUBRECIPIENT shall meet all applicable requirements or retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by SUBRECIPIENT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. SUBRECIPIENT shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

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

ARTICLE 20  
SCRUTINIZED COMPANIES LIST

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

20.2 If this Agreement is for more than one million dollars, the SUBRECIPIENT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan,



Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the SUBRECIPIENT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the SUBRECIPIENT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement

20.3 The SUBRECIPIENT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

## ARTICLE 21 SUBRECIPIENT CERTIFICATION

As a condition for receipt of CDBG-CV funds under this Agreement, SUBRECIPIENT certifies that it will abide by the following Federal Laws to the extent applicable:

1. Title VI of the Civil Rights Act of 1964—Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964—prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968—as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b)—Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b)—Unit of general local government's record;
6. 24 C.F.R. § 570.606(b)—Relocation assistance for displaced persons at URA levels; Age Discrimination Act of 1975;
7. Executive Order 12892—Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
8. Section 109 of the Housing and Community Development Act of 1974—No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
9. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
10. Executive Order 11063 – Equal Opportunity in Housing
11. Executive Order 11246 – Equal Employment Opportunity; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended—Economic Opportunities for low-and very low-income persons.





ARTICLE 22  
EXECUTION

This document shall be executed in three counterparts, each of which shall be deemed to be an original.

ARTICLE 23  
CONSENT TO JURISDICTION

SUBRECIPIENT hereby irrevocably submits to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action arising out of this Agreement shall lie in Broward County, Florida. The parties, in order to expedite litigation, waive their claim or rights to trial by jury in any action between them. Each party shall bear its own attorney's fees.

ARTICLE 24  
GOVERNING LAW

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

ARTICLE 25  
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26  
THIRD PARTY BENEFICIARIES

Neither SUBRECIPIENT nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries who would be entitled to assert a claim against either of them based on this agreement.

ARTICLE 27  
JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, as a matter of judicial construction, be construed more severally against one of the parties than the other.



CDBG-CV SUBRECIPIENT PARTNERSHIP AGREEMENT

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY OF DEERFIELD BEACH, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the 9<sup>th</sup> day of July, 2024 and Broward College signing by and through its President duly authorized to execute same for SUBRECIPIENT.

ATTEST:

*for*   
HEATHER MONTEMAYOR,  
CITY CLERK

APPROVED AS TO FORM & LEGAL  
FOR THE USE OF AND RELIANCE  
BY THE CITY OF DEERFIELD BEACH,  
FLORIDA, ONLY.

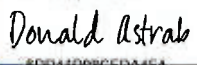
  
ANTHONY C. SOROKA, CIT ATTORNEY

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

By:   
BILL GANZ, MAYOR

Date: 7/9/24

**SUBRECIPIENT**

DocuSigned by:  
  
Signature

Print Name: Donald Astrab

Title: Interim President

Date: 6/11/2024



**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**Broward College**  
**Ready2Work Program**

**Introduction**

The City is administering the Ready2Work program funded by the Community Development Block Grant ("CDBG"). The funds will be used to implement the Ready2Work Program and enroll a goal of 100 City residents who are underemployed or unemployed and wish to learn new skills to obtain or retain a fulfilling career. The project aims to upskill and empower the local workforce by providing access to industry-recognized certifications. As specified in the CDBG-CV Program, participant eligibility is to be based on low to moderate-low income households and/or residency in specific qualified census tract (QCT) areas identified as: 104.03, 103.07, 103.06, 103.05. This document outlines the scope of services for the delivery of twelve (12) workforce certification courses offered by Broward College to residents of the City of Deerfield Beach.

**Services Provided:**

Broward College will provide the following services:

- **Course Development and Delivery:** Development and delivery of seven (7) distinct online workforce certification courses, listed below, with a maximum total registration of 105 students. The course schedule will be finalized based on instructor availability, but all courses are expected to commence in Summer 2024 semester, but in no event will commence later than September 1, 2024.
  - **Broward College –**
    - Artificial Intelligence Workplace Suite
    - AWS Tech. Essentials for Cloud Practitioners
    - Business Acumen
    - Digital Marketing Certificate
    - Drone (sUAS) Small Unmanned Aircrafts Systems
    - Excel (MOS) Microsoft Office Specialist
    - Project Management Ready
- **Course Materials:** All necessary course materials, including textbooks, online resources, and other relevant materials, will be included in the course pricing.
- **Participant Registration and Eligibility:** The City is administering a program funded by a Community Development Block Grant ("CDBG") which requires participant eligibility to be based on low to moderate-low income and residency in specific qualified census tract (QCT) areas identified as: 104.03, 103.07, 103.06, 103.05. The City will be responsible for vetting participants based on the following eligibility criteria:
  - At least 18 years of age;
  - A resident of the City of Deerfield Beach, residing in the following qualified census



tract areas: 104.03, 103.07, 103.06, 103.05;

- A valid state or government issued ID;
- Willing to complete training and education provide by Broward College;
- Household income to not exceed 250% of the federal poverty guidelines (if self-certifying);
- Applicant must certify there is no duplication of benefits.

**Submission Requirements:**

Following this process, the City shall provide Broward College via e-mail with a list of qualified participants in the form of an Excel document containing the following information:

- \* Name
- \* Physical Address
- \* Email Address
- \*Class Selection
- \* Title (optional)

Broward College will input the eligible applicants and register them for one (1) of the chosen workforce certification courses and provide administrative assistance to any further registration needs and/or the distribution of any required course materials to each registered participant.

The deadline for submission to both the City and Broward College will be placed on the application. Applications received after the deadline will not be accepted. Incomplete applications will not be eligible or considered.

If the higher institution identifies or receives inquiries regarding the Ready2Work Program, the institution shall direct participant inquiries to the City's registration webpage.

**Deliverables**

- Delivery of seven (7) comprehensive workforce online certification courses.
- Distribution of all required course materials to each registered participant.
- Registration and completion reports for each course, including participant attendance.

**Payment Schedule**

Payment in full will be due no later than commencement of the first course (expected to be Summer 2024 but no later than September 1, 2024) based upon the invoicing requirements set forth below. The higher institution shall conduct and complete the course regardless if the courses should not reach the minimum requirement of participants.

The total courses cost is **\$60,312** with an additional 30% for administrative fees in the amount of \$18,093.60 (included but not limited to course enhancement/development, registration assistance, and student success management) for a total project cost of **\$78,405.60**. Broward College shall submit to the City within thirty (30) days of the effective date of this Agreement, any invoice(s) documenting the course(s) that are scheduled to be provided with the start date, along with any other documentation that the City or HUD may require. Upon receipt and review, City will remit payment no later than thirty (30) days from receipt of the invoice(s).





**Exhibit "B"**

**Deliverables and Budget Schedule**

**Broward College**

	<b>Certification Courses</b>	<b>Credential</b>	<b>Course Format</b>	<b>Course Hours</b>	<b># of Students</b>	<b>Cost Per Student</b>	<b>Total Tuition</b>
1	Artificial Intelligence Workplace Suite	Certificate	Online/Self-Paced	24	15	\$199	\$2,985
2	AWS Tech. Essentials for Cloud Practitioners	Certificate	Online/Self-Paced	14	15	\$699	\$10,485
3	Business Acumen	Certificate	Online/Self-Paced	6	15	\$99	\$1,485
4	Digital Marketing Certificate	Certificate	Online/Self-Paced	9	15	\$549	\$8,235
5	Drone (sUAS) Small Unmanned Aircraft Systems	FAA Certification	Online/Self-Paced	24	15	\$477	\$7,152
6	Excel (MOS) Microsoft Office Specialist	Certification	Online/Self-Paced	70	15	\$999	\$14,985
7	Project Management Ready	Certification	Online/Self-Paced	24	15	\$999	<u>\$14,985</u>
	Additional Fees	Admin Fee	30%				Subtotal: <u>\$60,312</u>
							<u>\$18,093.60</u>
						<b>Total:</b>	<b>\$78,405.60</b>



**EXHIBIT "C"**  
**Progress and Closeout Report Templates**

### PROGRESS REPORT

#	First Name	Last Name	Address	Address 2	City	State	Zip Code	E-mail Address	Class Selection	1st Class Attendance
1	<i>Enter applicant's first name</i>	<i>Enter applicant's last name</i>	<i>Enter applicant's address</i>	<i>Enter applicant's address (suite, apt, etc.)</i>	<i>Enter Applicant's City</i>	<i>Enter applicant's state</i>	<i>Enter applicant's zip code</i>	<i>Enter applicant's e-mail address</i>	<i>Enter title of applicant's class</i>	<i>Enter "present" or "absent" for applicant's attendance to their first class</i>
2										
3	SAMPLE:									
4	John	Samu	150 NE 2nd Ave	Apt 4	Deerfield Beach	FL	33443	<a href="mailto:johnsamu@gmail.com">johnsamu@gmail.com</a>	Digital Marketing	Absent
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29										

Notes: Please enter any additional notes.

### COMPLETION REPORT

#	First Name	Last Name	Address	Address 2	City	State	Zip Code	E-mail Address	Class Selection	1st Class Attendance	Class Completion
1	<small>Enter applicant's first name</small>	<small>Enter applicant's last name</small>	<small>Enter applicant's address</small>	<small>Enter applicant's address (suite, apt, etc.)</small>	<small>Enter Applicant's City</small>	<small>Enter applicant's state</small>	<small>Enter applicant's zip code</small>	<small>Enter applicant's e-mail address</small>	<small>Enter title of applicant's class</small>	<small>Enter "present" or "absent" for applicant's attendance to their first class</small>	<small>Enter "completed" or "not completed" for applicant's class completion status</small>
2											
3	SAMPLE:										
4	Jane	Doe	150 NE 2nd Ave	Apt 2	Deerfield Beach	FL	33441	jane.doe@gmail.com	Digital Marketing	Present	Completed
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Notes: Please enter any additional notes.