

MEMORANDUM OF UNDERSTANDING

by and between the

DELRAY CHAMBER EDUCATION FUND, INC.,

a Florida Not-for-Profit Corporation, whose address is 140 NE 1st Street, Delray Beach, FL 33444 (hereinafter referred to as the “DCEF”),

and the

CITY OF DELRAY BEACH, FLORIDA

a Florida Municipal Corporation, whose address is 100 NW 1st Avenue, Delray Beach, FL, 33444 (hereinafter referred to as the “CITY”).

WHEREAS, the City has a long-established interest in supporting and promoting the public schools located within the city limits of Delray Beach; and

WHEREAS, to further this policy, the City desires to enter into this Memorandum of Understanding (“MOU”) with the DCEF, whose mission is to develop, support and fund a diversity of educational initiatives that help make Delray learning programs and schools among the top tier in south Palm Beach County; and

WHEREAS, the DCEF raises funds and administers grants for local schools by recruiting local businesses to sponsor one or more public schools; and

WHEREAS, the sponsorship MOU provides for the purchase of a wrap of the plexiglass enclosures of City-owned bus shelters with the name of a highlighted school as well as the name or logo of the sponsor will be displayed on the bus shelter; and

WHEREAS, the funds raised in excess of expenses incurred by the DCEF will be held by the DCEF until such time as the grants to benefit the public schools and promote education in the City of Delray Beach is disbursed; and

WHEREAS, the City agrees to join with the DCEF in this MOU by providing access to certain City-owned bus shelters for utilization by the DCEF; and

WHEREAS, the City and the DCEF (collectively, the “Parties”) desire to memorialize each party’s responsibilities by way of this Memorandum of Understanding.

NOW THEREFORE, the parties agree as follows:

1. **Incorporation.** The above-stated recitals are incorporated as if fully set forth herein.
2. **Description of Bus Shelter Program.** This Pilot Program (the “Program”) is approved by the City of Delray Beach. The City shall provide access to City-owned bus shelters located within the city limits to DCEF for fundraising efforts and promotion of Delray Beach schools. Businesses

and other interested parties will be solicited by the DCEF to sponsor wrapping of artwork on designated bus shelters. The Bus Shelters shall be chosen from a list of active shelters identified by the City in Exhibit "A". The Parties will jointly examine the shelters listed in Exhibit "A" to determine the readiness for their use in the Program. Each wrap will highlight and display the name of a designated school located within the City of Delray Beach. All artwork will be uniform; however, wraps may differ slightly depending on whether the school is an elementary school, middle school, or high school. Each Bus Shelter will include the name and location of the school and the name and/or logo of the sponsor. Approval from the City Manager, or designee, must be obtained prior to installation, and such approval will not be unreasonably withheld. Any funds remaining after payment of direct expenses for the wrap will be utilized by the DCEF for grant funding that will benefit the following public schools located in the City of Delray Beach: SD Spady, Banyan Creek, Village Academy, Plumosa School of the Arts, Pine Grove, Orchard View, Carver Middle School, Atlantic High School.

3. **Responsibilities of the DCEF.** The DCEF will be responsible for the following:
 - a. Meet all requirements and register with the City as a vendor ;
 - b. Market the Program;
 - c. Manage the design of the wraps;
 - d. Replace plexiglass on Bus Shelters either upon termination of a sponsorship or this MOU, as specified in Sections 9 and 10, if the City determines, in its sole discretion, that irreparable damage has been caused due to the wrap;
 - e. Set rates and terms of sponsorship MOUs as well as negotiate and contract with potential sponsors;
 - f. Negotiate, contract, execute City-required documents such as hold harmless agreements, and manage installation with sign/wrap contractors ensuring that proof of insurance is obtained naming the City as an additional insured;
 - g. Collect and disburse funds related to the sponsorships;
 - h. Manage the accounting related to the receipt and disbursement of funds;
 - i. Retain and maintain records related to this MOU pursuant to Florida Statute 119, the "Public Records Law";
 - j. Submit to the City a quarterly report, no later than 25 days after the close of the quarter in a form reasonably acceptable to the City, which shall include the following: (a) name of sponsors participating in the Program; (b) the amount paid by the sponsor (c) the total amount collected by the DCEF for sponsorships during the preceding quarter; (d) the amount of disbursements to schools; (e) itemization of expenses for the preceding quarter; (f) a written statement by the DCEF which sets forth an accounting of the funding and a brief description of what the funds were used for during the preceding quarter. Failure of the DCEF to timely provide its quarterly report to the City may result in the City's termination of this MOU pursuant to Section 9 and 10, below.
4. **Responsibilities of the CITY.** The CITY will be responsible for the following:
 - a. Select and designate Bus Shelters for use in the Program;
 - b. Provide access for the installation of the wraps for the Bus Shelters;

- c. Make best efforts to address complaints concerning damage or necessary maintenance at bus shelters upon notification by DCEF.
5. **Term.** The term of this MOU shall be for one year and may be renewed for two additional one year terms upon approval by the City Commission. The City acknowledges that sponsorships for wraps may extend after the termination of this MOU. Wraps approved and installed prior to the termination of this MOU shall be permitted to remain after the expiration of this MOU until the sponsorship agreement with DCEF naturally expires. Renewal options, however, will not be honored.
6. **Indemnification.** Each party shall be liable for its own actions and negligence and, to the extent permitted by law, DCEF shall indemnify, defend and hold harmless the City of Delray Beach against any actions, claims or damages arising out of DCEF'S negligence in connection with this MOU, and, to the extent permitted by law and subject to the financial limitation of FS 768.28, the City of Delray Beach shall indemnify, defend and hold harmless DCEF against any actions, claims, or damages arising out of the City of Delray Beach's negligence in connection with this MOU. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute MOU by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
7. **Entire Agreement.** This MOU constitutes the entire MOU and understanding of the parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this MOU must be in writing and executed by both parties. This MOU shall be binding on each party and its representatives, successors and assigns.
8. **Authority.** The City and the DCEF agree further that the Parties have full legal authority to enter into this Memorandum of Understanding.
9. **Termination for Convenience.** The City, at its sole discretion, reserves the right to terminate this MOU with or without cause immediately upon providing written notice to DCEF. Upon receipt of such notice, the DCEF shall solicit any additional sponsorships pursuant to the MOU. Any sponsorships approved and installed prior to notice of termination may remain at the discretion of the City.
10. **Termination for Cause.** The CITY reserves the right to terminate this MOU, in part or in whole, in the event the DCEF fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the DCEF must cure any such failure to perform or default, not to exceed 60 days. If the DCEF fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected the DCEF. The DCEF will be notified by letter of the City's intent to terminate. Any sponsorships approved and installed prior to notice of termination may remain at the discretion of the City.
11. **Public Records.** IF THE DCEF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DCEF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT

- a. DCEF shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the DCEF to perform the service.
 - ii. Upon request from 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 Florida Statute or as otherwise provided by law.
 - iii. 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 MOU term and following completion of the MOU if DCEF does not transfer the records to the City.
 - iv. Upon completion of the MOU, transfer, at no cost, to the City all public records in possession of DCEF or keep and maintain public records required by the City to perform the service. If DCEF transfers all public records to the City upon completion of the MOU, DCEF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DCEF keeps and maintains public records upon completion of the MOU, DCEF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If DCEF does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

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IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the ____ day of _____, 2021.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: _____
Jennifer Alvarez, Interim City Manager

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

**DELRAY CHAMBER EDUCATION
FUND, INC.**

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

Exhibit A

<u>Stop Abbreviation</u>	<u>Stop Name</u>	<u>Total Passengers</u>	<u>Address</u>
6358	SWINTON AVE @ LAKE IDA RD	133	342 N Swinton Ave
6372	LOWSON BLVD @ DEL AIRE BLVD	7	28 Lowson Blvd
6374	LOWSON BLVD @ CONGRESS AVE	1485	12 Lowson Blvd
6437	SW 10TH ST & SW 11TH TER	216	1100 SW 10th St
6452	SWINTON AVE @ ATLANTIC AVE	455	51 N Swinton Ave
6454	SWINTON AVE @ NE 5TH ST	131	407 N Swinton Ave
7102	AUBURN AVE @ SW 7TH ST	225	695 S Auburn Ave
7104	SW 12TH AVE @ SW 4TH ST	222	333 SW 12th Ave
7111	SW 12TH AVE @ SW 4TH ST	295	301 SW 14th Ave
7112	AUBURN AVE & AUBURN DR	294	400 SW 12th Ave
7340	LINDELL BLVD @ DOTTEREL RD	274	2255 Lindell Blvd
7342	LINDELL BLVD @ EGRET CIR	25	2000 Alta Meadows Ln
7343	LINDELL BLVD @ SW 10TH AVE	31	2000 Alta Meadows Ln
7344	SW 10TH AVE @ LINTON BLVD	202	45 Alta Meadows Ln
7362	SW 10TH AVE @ DELRAY XNG SW ENT	217	45 Alta Meadows Ln
7366	LINDELL BLVD @ AUDUBON BLVD	606	676 Lindell Blvd
7407	SW 10TH AVE @ SW 11TH ST	217	1301 SW 10th Ave
7420	SW 10TH AVE & BLD1301	127	42 SW 10th Ave

Exhibit B

Delray Chamber Education Fund Grant Guidelines and Application Requirements

The Mission of the Delray Chamber Education Fund is to develop, support and fund a diversity of educational initiatives that help make Delray learning programs and schools among the top tier in south Palm Beach County.

GRANT GUIDELINES:

Eligibility: The Delray Chamber Education Fund (DCEF) will provide grants to Delray Beach public schools serving children attending a public school Pre-Kindergarten to 12th grade. To qualify for consideration, you must be a public school located in Delray Beach (Plumosa School of Arts, Banyan Creek, S.D. Spady, Orchard View, Pine Grove, Village Academy, Carver Middle School and Atlantic High School).

Grant Name	Eligible Agencies and Programs	Program Target Audience
Learning Loss Recovery	Agency: Public Schools Programs: Programs that address any academics to help with learning Loss Recovery due to COVID	Public schools that serve Pre-k-12 th After school programs preferred.
STEM Programming	Agency: Public Schools Programs: Programs that support Science, Technology, Engineering and Math	After School Programming

Grant Name	Max Funding Amount	Project Narrative	Application Deadline
Learning Loss Recovery	Maximum award of \$2,500	Applications may receive up to 50 total points based on the following categories:	January 1 st
STEM Programming	Maximum Award of \$1000	Target Population: 5 pts – 50 words Program Summary: 20 pts – 350 words Program Goal and Objectives: 15 pts – 250 Words Expected outcomes: 10 pts -150 words	April 1 st July 1 st October 1 st

Grant Amounts: DCEF will award grant funds up to the amounts stated in the chart above. Grant funding may be used for such items as facilitators, outreach, marketing, supplies, and materials.

Guidelines for Project Narrative:

1. **Target Population (50 Words):** Provide a short description of the population that the program will be targeted. For example: 75 children in the 3rd grade.
2. **Program Summary (350 Words):** Describe the proposed project and program or services that will be provided. Include the length and success of the program, if it has been implemented in the past and describe what the funding will be used for. Include where the project will be located, if you will be using matching dollars or in-kind donations, etc.
3. **Program Goals and Objectives (250 Words):** Explain what you want to achieve with your project (Goals), and define the strategies or implementation steps to attain the identified goals (Objectives)
4. **Expected Outcomes (150 Words):** Describe the type of results you think your program will expect to achieve as a result of meeting your objective.

Application Process and Procedure:

1. DCEF approves an annual budget item(s) for grants.
2. Organizations are eligible for one grant program per year.
3. Grant application will be available online at www.DelrayEducation.org or email at [Grants@Delray Education.org](mailto:Grants@DelrayEducation.org)
4. Applications must be completed on-line by 5:00 p.m. on deadline day.
5. DCEF reviews application for compliance with eligibility criteria and availability of funds.
6. All grant applications will be reviewed by a Review Panel comprised of 5 DCEF Members.
7. Applicant will be notified within 30 days of submittal if they were awarded the grant
8. Applicant will receive a check for amount awarded 10 days after being notified of being awarded.
9. If applicant is awarded a grant, DCEF requests a short narrative of the outcomes 30 days after project completion.
10. For Questions Contact: 561-756-1377.

NOTE: Applicants related to employees of the City of Delray Beach, as defined by the Palm Beach County Code of Ethics, must disclose the nature of their relationship at the time of submission of the application. Failure to make a disclosure may result in rejection of an application and/or denial of award.