

**GRANT PROGRAM AGREEMENT BETWEEN
COLLEGE FOOTBALL PLAYOFF FOUNDATION, INC.
AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

THIS GRANT AGREEMENT ("Agreement") is entered into as of this **16th** day of **JANUARY, 2020**, between **COLLEGE FOOTBALL PLAYOFF FOUNDATION, INC.** (the "Foundation"), a foreign not-for-profit corporation located at 545 East John Carpenter Freeway, Suite 1025, Irving TX 75062, and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a political subdivision existing under the laws of the State of Florida, its successors and assigns ("Board" or "School Board"), (collectively the "Parties").

WITNESSETH:

WHEREAS, the FOUNDATION desires to invest in and support a Middle School Redesign Initiative (the "Initiative") being carried out by the Board at select schools within its district over an eighteen-month period; and

WHEREAS, the FOUNDATION desires to have its investment (the "Investment") applied toward individual school projects as part of the Initiative; and

WHEREAS, the Parties acknowledge that South Florida CFPNCG, LLC (the "Host Committee") is fundraising the Investment from its sponsors and contributing the Investment to the Board on behalf of the FOUNDATION.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

SCOPE OF SERVICES

THE BOARD'S RESPONSIBILITIES UNDER THIS AGREEMENT

The Board agrees to:

- Expend all funds provided by the FOUNDATION in accordance with a budget (the "Budget") attached hereto as "Attachment A." The Budget sets forth the scope of the Initiative as sixteen (16) full Innovation Space projects at a cost of up to \$120,000 for each project. Each project shall include a customized renovated room including components such as carpet tiles, painting, removal of shelving and old furniture, modular furniture, soft seating, white board walls, wall wraps and technology (e.g. laptop carts, green rooms, virtual goggles, etc.). The Budget also includes three (3) enhancements to already completed Innovation Space projects at a cost of up to \$20,000 for each project. Each enhancement project shall include one or more components of the full projects described above. "Attachment B" hereto identifies the middle schools at which the projects constituting the Initiative will be constructed, along with a schedule for the completion of the project at each school. By January 31, 2020, the Parties

schedule for the completion of the project at each school. By January 31, 2020, the Parties will mutually agree on specific ribbon cutting dates thru January, 2021. Not less than 30 days prior to the ribbon cutting for each school, the BOARD shall deliver to the FOUNDATION a list and description of the technology equipment acquired by the BOARD for such school, including the cost of the technology equipment. To the extent the actual cost of the project at any school is greater or less than the amount set forth on Attachment A, the BOARD and the FOUNDATION will mutually agree on adjustments to the budget. In the event the Board does not expend the full amount of the Investment, plus the Board's match on the Initiative, the Board and the FOUNDATION will mutually agree to how the BOARD will expend such funds;

- Select vendors for the projects after consulting with FOUNDATION; the Board is responsible for entering into agreements with vendors, including appropriate warranties;
- Manage all aspects of the middle school redesign projects and the construction of the physical spaces at each of the schools selected;
- Provide maximum promotion of the Initiative and each individual school project, with such promotion to include, but not be limited to, social media engagement, media outreach, and other mutually agreeable public relations strategies;
- By the dates set forth in "Attachment D", or at such other times mutually agreed to by the Parties, provide a match of all dollars invested by the FOUNDATION, so that at all times the contributions of the FOUNDATION and the Board are equal, in order to leverage the Investment and multiply its impact;
- Complete the initial middle school redesign project of the Initiative, as set out in Attachment B, and reveal the completion of that initial middle school redesign project to the media and public on or before January 16, 2020;
- Comply with the project schedule attached hereto as Attachment B; in the event any completion dates after June, 2020 cannot be met, the Parties shall mutually agree upon revised completion dates, provided that all projects shall be completed by June, 2021;
- On or before July 1 of each year and continuing until July 1, 2022, the Board will provide the Foundation with data to determine the extent to which the Investment improved key metrics.
 - The reporting will include, but not be limited to, teacher retention, student achievement, and attendance rates data at the schools benefitting from the Investment, with such data being collected by the School Board pursuant to School Board Policy 2605; School level data will be included with district-wide comparisons and change over time comparisons.
 - School level data will include overall academic proficiency, overall learning gains, school climate staff data average on specific aligned questions, school climate student data average on specific aligned questions, school level social emotional environmental supports data, student attendance data average, and annual teacher retention data. Said data will not include Student Identifiable Information.
 - All data processing will be completed within reasonable timelines depending on the time of year of the request.

- A fee may be assessed by the Board's Office of Assessment, Research, and Data Analysis should the data analysis request exceed more than one programming days' worth of effort.
- At a mutually agreed upon time, provide a statement certifying that the Investment has been matched by the Board pursuant to this Agreement.
- Allow the FOUNDATION and Host Committee to conduct and/or participate in ribbon-cutting ceremonies for each project at each middle school at which:
 - Public officials (County and Cities), sponsors, FOUNDATION and Host Committee leadership and mascots may be part of the presentation, with speaking opportunities as mutually determined by the Board and the FOUNDATION;
 - The FOUNDATION and the Host Committee may make video recordings of the presentations;
 - The FOUNDATION and the Host Committee shall have the right to donate sponsor products at ribbon-cutting ceremonies (Chick-Fil-A, Dr. Pepper, etc.); and
 - The FOUNDATION and the Host Committee shall have the right to distribute giveaway promotional items and materials;
- Include as part of the Initiative permanent signage of reasonable dimensions to be prominently placed at all schools receiving (a) a complete Innovation Space renovation or (b) enhancements to a previously completed Innovation Space, recognizing Host Committee donors (examples shown in Attachment C); the expense of the signage shall be part of the Initiative Budget; and the Board shall cooperate in the following manner:
 - The Board will facilitate site visits by the Host Committee promptly after the execution of this Agreement to determine the location of the signage at each school;
 - The Host Committee will procure the signage for each school and the Host Committee will deliver the signs for each school to the Board for placement at the schools as a part of the Initiative; the cost of the signage shall be paid by the Host Committee, shall not exceed the amount set forth in the Initiative Budget, and shall be deducted from the payments due by the FOUNDATION to the Board in accordance with Article II; the Host Committee will present the proposed layout of the signage to the BOARD for its approval, such approval not to be unreasonably withheld or delayed; and
 - The Board agrees to permit sponsor branding of any components, elements or featured areas of the Initiative at each school as determined by the Host Committee;
- Include in joint press releases relating to the Initiative recognition of FOUNDATION and Host Committee sponsors; and
- Provide documentation to the FOUNDATION, which documentation shall be satisfactory to the FOUNDATION in its reasonable discretion, of the expenditure by the Board of the Investment and the Board's match, including copies of individual invoices if requested by the FOUNDATION.

ARTICLE II
SCOPE OF SERVICES
THE FOUNDATION'S RESPONSIBILITIES UNDER THIS AGREEMENT

The FOUNDATION agrees to:

- Provide periodic funding for the Investment at mutually agreed upon levels pursuant to the payment schedule attached hereto as "Attachment D," which may be amended upon mutual written consent of the parties; provided, that with the written consent of the Board, the FOUNDATION may purchase technology or equipment for the Initiative and, in such case, shall be entitled to offset the payments described in Attachment D by the amount so expended by the FOUNDATION;
- Support the projects being completed as part of the Initiative and ensure that Investment funds are available to support individual school projects as needed;
- Provide public relations support to guide the promotion of the Initiative subject to this Agreement;
- Collaborate with Miami-Dade County Public Schools to facilitate programmatic data and evaluation needs relevant to the project plan's deliverables and outcomes.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall become effective on December 21, 2019 ("Effective Date") and shall remain in full force and effect for the duration of this agreement, terminating on July 1, 2022. This Agreement may be extended through the mutual written consent of the parties.

ARTICLE IV
GOVERNING LAW; VENUE; ATTORNEYS' FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

ARTICLE V
INDEMNIFICATION

To the fullest extent permitted by law, the FOUNDATION shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the FOUNDATION's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the FOUNDATION or other persons employed or utilized by the

FOUNDATION in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the FOUNDATION. The provisions of this Section are intended to require the FOUNDATION to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the FOUNDATION shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

To the fullest extent permitted by law, and subject to the limits of Florida Statute § 768.28, the School Board shall indemnify and hold harmless the FOUNDATION and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the School Board's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the School Board or other persons employed or utilized by the School Board in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the School Board. The provisions of this Section are intended to require the School Board to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the School Board shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

ARTICLE VI

DUTY TO DEFEND

The FOUNDATION agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to the FOUNDATION's performance under this Agreement.

The School Board agrees, at its own expense, and upon written request by the FOUNDATION, to defend any suit, action or demand brought against the FOUNDATION on any claim or demand arising out of, resulting from, or incidental to the School Board's performance under this Agreement.

ARTICLE VII

ADA COMPLIANCE

The FOUNDATION agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. The FOUNDATION agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. The FOUNDATION further agrees to defend, hold harmless and indemnify the

School Board, including reasonable attorneys' fees, for any claims or actions arising out of the FOUNDATION's failure to comply with this requirement.

ARTICLE VIII
COMPLIANCE WITH SCHOOL CODE

The FOUNDATION agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, the FOUNDATION agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

ARTICLE IX
ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to the FOUNDATION, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If the FOUNDATION attempts to make such an assignment, such attempt shall constitute a condition of default.

ARTICLE X
TERMINATION AND SUSPENSION

Either of the Parties to this Agreement may terminate the Agreement for convenience upon thirty (30) days advance written notice to the other party. A timely issued notice of termination under this subsection shall serve to absolve all Parties of their obligations under this Agreement.

ARTICLE XI
DEFAULT

If the FOUNDATION fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the FOUNDATION in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the FOUNDATION cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the FOUNDATION has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

ARTICLE XII
COMPLIANCE WITH BOARD POLICIES

The FOUNDATION certifies agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 9150 School Visitors; 9700.01 Advertising and Commercial Activities; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is the FOUNDATION's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594).

ARTICLE XIII
DEBARMENT

Pursuant to Board Policy 6320.04 – Debarred Contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other Contractors, subcontractors or individual sureties.

ARTICLE XIV
CLEAN AIR ACT

Contracts in excess of \$150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

ARTICLE XV
DAVIS-BACON ACT LABOR STANDARDS

The FOUNDATION shall comply with all applicable provisions of 40 U.S.C. § 276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

ARTICLE XVI
EQUAL EMPLOYMENT OPPORTUNITY

Awarded contracts involving Federal Funds must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

ARTICLE XVII
REGULATIONS & ORDINANCES

The FOUNDATION shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

ARTICLE XVIII
BYRD ANTI-LOBBYING

Contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE XIX
CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

ARTICLE XX
ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

The FOUNDATION understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The FOUNDATION shall keep and maintain public records required by the School Board to perform the service. The FOUNDATION shall keep records to show its compliance with program requirements. The FOUNDATION and subs must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of The FOUNDATION which are directly pertinent to this specific Agreement for the purpose of making audit, examination,

excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board 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. The FOUNDATION shall 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 the FOUNDATION does not transfer the records to the public agency. The FOUNDATION shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the FOUNDATION or keep and maintain public records required by the School Board to perform the service. If the FOUNDATION transfers all public records to the School Board upon completion of the contract, the FOUNDATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FOUNDATION keeps and maintains public records upon completion of the contract, the FOUNDATION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

ARTICLE XXI

WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

FOUNDATION Address. The address for FOUNDATION for all purposes under this Agreement and for all Notices hereunder shall be:

College Football Playoff Foundation
Attention: Mr. Britton B. Banowsky, Executive Director
545 East John Carpenter Freeway, Suite 1025
Irving, Texas 75062

With a copy to:

South Florida CFPNCG Host Committee, LLC
Attention: Chief Executive Officer
14360 N.W. 77th Court
Miami Lakes, Florida 33016

School Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attention: Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
School Operations
Attention: Linda Amica-Roberts, Ph. D., Administrative Director
1450 N.E. Second Avenue, Suite 805
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attention: School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

ARTICLE XXII

INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the FOUNDATION shall obtain and maintain without interruption the insurance as outlined below. the FOUNDATION agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: \$ 100,000 Each Accident

\$ 500,000 Disease - Policy Limit
\$ 100,000 Disease - Each Employee

B. General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 General Aggregate
\$ 1,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

The FOUNDATION shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or the FOUNDATION).

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

If the contract requires professional services, the FOUNDATION shall provide evidence of the following professional liability coverage:

Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover the FOUNDATION for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered

had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:
\$ 1,000,000 Each Claim/Annual Aggregate

If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the FOUNDATION and the Board, the FOUNDATION shall provide evidence of the following insurance:

Cyber Liability Insurance

the FOUNDATION shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management1
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

ARTICLE XXIII

SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to the FOUNDATION's obligation to indemnify and defend the School Board and the School Board's obligation to indemnify and defend the FOUNDATION, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the FOUNDATION and the School Board under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation. The Parties acknowledge that any of the obligations in this Agreement, including but not limited to the FOUNDATION's obligation to indemnify and defend the School Board and the School Board's obligation to indemnify and defend the FOUNDATION, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective

obligations of the FOUNDATION and the School Board under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

ARTICLE XXIV

THIRD PARTY BENEFICIARY

The Parties agree that the Host Committee is a third-party beneficiary of the Board's obligations set forth in Article I of this Agreement.

ARTICLE XXV

ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. The FOUNDATION represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The FOUNDATION represents that the execution, delivery and performance of this Agreement by the FOUNDATION has been fully and validly authorized by all necessary corporate action.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

<p>SUBMITTED BY: _____</p> <p>Charge Location Administrator Signature _____ Date <u>1.16.2020</u></p> <p>Regional Superintendent/Division Head Signature _____ Date _____ (as applicable)</p> <p>Office of Grants Administration Signature _____ Date _____ (if applicable)</p> <p>NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature _____ (Superintendent of Schools or Designee)</p> <p>_____ (Name Typed)</p> <p>Date: _____</p>
<p style="text-align: center;">APPROVED AS TO RISK AND BENEFITS (as to the School Board):</p> <p>_____ Risk Management Signature _____ Date _____</p> <p style="text-align: center;">APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):</p> <p>_____ Procurement Management Signature _____ Date _____</p> <p style="text-align: center;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):</p> <p>_____ School Board Attorney - Signature _____ Date _____</p>	<p style="text-align: center;">COLLEGE FOOTBALL PLAYOFF FOUNDATION, INC.</p> <p>_____ Legal Name of Contracting Party</p> <p>BY: <u>Pontt Bancroft</u> _____ Signature</p> <p>Name: _____ <u>01.16.2020</u> (Name Typed) (Title) (Date)</p> <p>Address: _____</p> <p>_____ F.E.I.N. (If organization) <u>47-2257885</u></p> <p>School Board Employee: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>M-DCPS Employee No. _____</p>

APPROVED AS TO FACILITIES

(as to the School Board):



1-16-2020

Eco-Sustainability Officer Signature

Date

ATTACHMENT A

OVERALL BUDGET

#	MIDDLE SCHOOL	Customized Room Renovation (Maximum)	Foundation In-Kind Donations (Maximum)	Technology (Minimum)	In-Kind Signage Donations (Maximum)	Contingency	TOTAL	DESCRIPTION
FULL RENOVATION								
1	Carol City Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
2	Citrus Grove Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
3	Henry H Filer Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
4	Hialeah Gardens Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
5	Horace Mann Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
6	Howard D McMillan Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
7	John F Kennedy Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
8	Jose de Diego Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
9	Kinloch Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
10	Lamar Louis Curry Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
11	Lawton Chiles Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
12	North Miami Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
13	Redland Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
14	Richmond Heights Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
15	Shenandoah Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
16	South Miami Middle	\$97,500	\$13,000	\$7,000	\$2,500		\$120,000	
16		\$1,560,000	\$208,000	\$112,000	\$40,000		\$1,920,000	
OTHER ACTIVATION								
1	Miami Beach Nautilus Middle	\$17,500		\$0	\$2,500		\$20,000	Checkout Counter Enhancement
2	George Washington Carver Middle	\$17,500		\$0	\$2,500		\$20,000	Green Room or Maker Space Enhancement
3	Cutler Bay Middle	\$0		\$7,000	\$2,500		\$9,500	Tech Enhancement
3		\$35,000		\$7,000	\$7,500		\$49,500	
19		\$1,595,000	\$208,000	\$119,000	\$47,500	\$30,500	\$1,969,500	
GRAND TOTAL:							\$2,000,000	

NOTES:

Additional Middle School #1: Arvida Middle School
 Additional Middle School #2: Paul Bell Middle School

FULL RENOVATION BUDGET

ITEM	AMOUNT	DESCRIPTION
Customized Room Renovation		
Pre Construction Services	\$ 2,000	
Carpet, Prep & Installation	\$20,000	
Painting & Prep	\$ 8,000	
Demolition/removal	\$18,000	
Modular Furniture	\$25,000	
Soft Seating	\$ 5,500	
Wall Wrap	\$ 3,500	
Share Wall	\$ 5,500	
Contingency	\$ 10,000	
TOTAL:	\$97,500	
Technology (Foundation Provided)		
Virtual Reality Goggles	\$13,000	
Technology (M-DCPS Provided)		
Mobile Device Cart	\$7,000	Minimum allowance
Donor Signage		
Foundation Provided	\$2,500	Permanent sign featuring CFP Foundation, Extra Yard for Teachers, 2021 CFPNCG Host Committee, Miami-Dade County Public Schools, Orange Bowl, donors and sponsors
TOTAL	UP TO \$120,000	

ATTACHMENT B

#	RIBBON-CUTTING CEREMONY DATE	TIME	MIDDLE SCHOOL
CONFIRMED			
1	Thu, Jan 16, 2020	9:00 AM	Henry Filer
2	Thu, Feb 20, 2020	9:00 AM	Citrus Grove
3	TBD	9:00 AM	Redland
4	TBD	9:00 AM	Cutler Bay
5	Tue, Apr 28 - Wed, Apr 29, 2020	TBD 9:00 AM	Kinloch Park
6	Tue, Apr 28 - Wed, Apr 29, 2020	TBD 9:00 AM	Miami Beach Nautilus
7	Tue, May 19 - Thu, May 21, 2020	TBD 9:00 AM	Shenandoah
8	Tue, May 19 - Thu, May 21, 2020	TBD 9:00 AM	Horace Mann
9	Tue, Aug 25 - Thu, Aug 27, 2020	TBD 9:00 AM	South Miami
10	Tue, Aug 25 - Thu, Aug 27, 2020	TBD 9:00 AM	Jose de Diego
11	Tue, Sep 22 - Thu, Sep 24, 2020	TBD 9:00 AM	North Miami MS
12	Tue, Oct 27 - Thu, Oct 29, 2020	TBD 9:00 AM	Carver Middle School
13	Wed, Nov 18 - Thu, Nov 19, 2020	TBD 9:00 AM	Carol City
14	Tue, Dec 15 - Thu, Dec 17, 2020	TBD 9:00 AM	Richmond Heights
15	Mon, Jan 4 - Fri, Jan 8, 2021	TBD 9:00 AM	Howard McMillian
TO BE MUTUALLY AGREED UPON BY NOVEMBER 2020			
16	TBD	9:00 AM	Arvida
17	TBD	9:00 AM	Lamar Louise Curry
18	TBD	9:00 AM	Hialeah Gardens
19	TBD	9:00 AM	Lawton Chiles
20	TBD	9:00 AM	JFK Middle
21	TBD	9:00 AM	Paul Bell

ATTACHMENT C

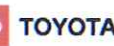
FOUNDATION / HOST COMMITTEE SIGNAGE

INNOVATION SPACE

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ATTACHMENT D

PAYMENT SCHEDULE

Payments to be made by the FOUNDATION to the School Board pursuant to this Agreement.

PAYMENT DATE	PAYMENT AMOUNT
JANUARY 1, 2020	\$74,450.00
MARCH 1, 2020	\$74,450.00
MAY 1, 2020	\$74,450.00
JULY 1, 2020	\$74,450.00
AUGUST 1, 2020	\$74,450.00
OCTOBER 1, 2020	\$74,450.00
DECEMBER 1, 2020	\$74,450.00
FEBRUARY 1, 2021	\$74,450.00
APRIL 1, 2021	\$74,450.00
JUNE 1, 2021	\$74,450.00
GRAND TOTAL	\$744,500.00