

EMBRACE MUSIC
FOUNDATION

CITY CLERK'S OFFICE
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into and made effective this 20th day of September 2019, by and between ***Embrace Music Foundation, Inc.*** (hereinafter "EMF"), a not for profit corporation organized and existing under Florida State law, and the City of Pembroke Pines, a municipal corporation (hereinafter "City"), each individually a "Party," and collectively "Parties."

WITNESSETH:

WHEREAS, the City operates the Pembroke Pines Charter High school (hereinafter "PPCHS") and the parties desire PPCHS to participate in EMF's Rhythms of Africa performance;

WHEREAS, EMF's Rhythms of Africa performance features the culture, languages, and rhythms of the African Diaspora;

WHEREAS, EMF's Rhythms of Africa performance unites children with musicians, instructors, and local business and community leaders to keep the arts alive and vibrant;

WHEREAS, the event performance will commence on the 29th day of February, 2020 at the Charles F. Dodge City Center located at 601 SW City Center Way, Pembroke Pines, Florida 33025;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

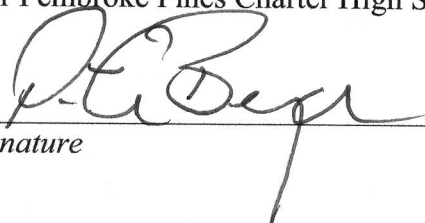
1. The responsibilities of the parties will commence on the 20th day of September, 2019 and end on the 29th day of February, 2020;
2. PPCHS shall provide between thirty-five (35) to forty (40) students between the ages of fourteen (14) and seventeen (17);
3. PPCHS shall require that the parents sign the participation forms in addition to the students signing the participation forms committing to time, practice and study. The participation forms shall provide for responsibilities and waivers;
4. PPCHS shall submit a release to parents of participating students for photo and video permission, pursuant to Principal approval;

5. EMF shall make all photos and videos available to PPCHS for their official use, pursuant to Principal approval;
6. EMF shall add the City of Pembroke Pines as an additional insured on its insurance policy and provide the City with copies of its Certificates of Insurance evidencing same;
7. **Background Screening**: EMF will ensure that, prior to entry onto the School's campus and continuously during any direct contact with students, such EMF personnel shall have successfully completed background screening by EMF and shall be in compliance with The Jessica Lunsford Act, Section 1012.465, 1012.467 and 1012.468, Florida Statutes and all current Level 2 screening requirements at no expense to PPCHS;
8. PPCHS shall be responsible for and track the students' progress by the utilization of pre and post surveys, data-collecting and an evaluation report at the program's conclusion;
9. EMF shall provide evaluation information sheets for students at the end of training, and for staff during training. PPCHS will store and maintain all student informational and evaluation materials;
10. PPCHS may provide statistical data to EMF based on evaluations collected;
11. PPCHS shall provide a rehearsal room or classroom that has seating and power outlets;
12. PPCHS shall have a staff person facilitate and maintain signed attendance sheets;
13. **Student Records**. EMF shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records;
14. PPCHS shall have at least one staff present at each rehearsal session to evaluate children and program, and to write a progress report;
15. PPCHS shall provide an endorsement letter for Rhythms of Africa and/or Embrace Music Foundation, pursuant to Principal approval;
16. PPCHS shall provide permission to use school logo in marketing and promotional materials, contingent upon approval by the Pembroke Pines City Commission or the Pembroke Pines City Manager;
17. PPCHS shall provide support and promotion of the concert and program;

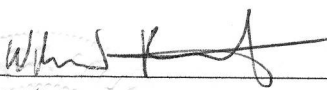
18. PPCHS shall send emails promoting the event to their email database, the community, and to participating students and family, pursuant to Principal approval;
19. EMF shall provide instruction to participants to take care of instruments while using, and also to assist with setting up, pulling down;
20. PPCHS shall provide a staff person to supervise the students during rehearsals, performance, and performance-day “down time”;
21. EMF will provide one introduction to percussion workshop to the school (TBA) prior to training in end of September
22. EMF shall provide fourteen (14) two-hour training sessions of group in African, Brazilian, and Caribbean rhythms and culture;
23. EMF shall provide one (1) full dress rehearsal on Friday, February 28, 2020 at the Charles F. Dodge Center;
24. EMF shall provide the day before performance at Charles F. Dodge Center one (1) Show performance on Saturday February 29th, 2020
23. EMF shall provide up to 50 community service hours credits per student
24. EMF shall provide use of all instruments for rehearsal session and performances;
25. EMF shall provide Rhythms of Africa tee shirts to students for performances, at no cost to PPCHS or students;
26. EMF shall provide advertisement, promotion, and marketing for school and participants, contingent upon approval by the City of Pembroke Pines City Commission
27. Parties shall coordinate the presentation of motivational and inspirational speakers during rehearsals;
28. PPCHS shall approve all content by EMF motivational and inspirational speakers prior to their presentation during rehearsals;
29. EMF may provide lesson plans for teaching sessions that address music, geography, language, culture, and general arts pursuant to Principal approval;

30. EMF shall provide and ensure priority seating for parents and family at the show performance;
31. Parties may establish permanent musical programming and opportunity for students to perform in venues at other events, pursuant to Principal approval.
32. **Indemnification.** EMF shall indemnify, save and hold harmless the City, its elected officials, officers, agents and employees, from all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the acts of EMF, its subcontractors, agents, officers, independent contractors or employees pursuant to this Agreement. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.


For Pembroke Pines Charter High School


Signature _____ 9/20/19
date

For Embrace Music Foundation


Signature _____ 9/20/19
date

WILLIAM STEWART
Chairman Embrace Music Foundation



Charles F. Dodge
City Manager

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 9/24/2015

Brian Sherman