



## COMMUNITY PARTNERSHIP GRANT AGREEMENT Fiscal Year 2018-2019

THIS AGREEMENT (hereinafter the "Agreement") is entered into between the City of Hallandale Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY/GRANTOR") and The School Board of Broward County, Florida (as operator of Hallandale Magnet High School), a political subdivision of the State of Florida (hereinafter referred to as the "GRANTEE").

**WHEREAS,** The City of Hallandale Beach (CITY) through the 2018-2019 Fiscal Year Budget has grant funds to support Community Partnership Grant programs and services that will benefit the residents of Hallandale Beach; and

**WHEREAS,** the intent of this funding is to allocate resources to qualified nonprofit organizations that support meaningful community programs, service learning opportunities and political subdivisions of the State of Florida.

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

### 1. Program Description/Deliverables and Project Execution

At the December 12, 2018 City Commission meeting, the City Commission approved and adopted Resolution #2018-149, approving the community partnership grant for the Hallandale Magnet High School Saturday Academic and Enrichment Camp for the remainder of the 2018-2019 school year. The term of this agreement shall begin on February 1, 2019 and shall end on September 30, 2019 (the "Agreement Term"). The City of Hallandale Beach hereby grants to GRANTEE a Community Partnership Grant in an amount of **\$20,000** in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the funding request and under the terms and conditions set forth in this Agreement. GRANTEE agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. **Funding shall be used to benefit the residents of the City of Hallandale Beach.**

GRANTEE shall use funding for services as described in this Agreement. GRANTEE agrees to submit in writing, any deviation from the attached Exhibit A to the CITY for approval prior to the implementation of changes.

### 2. Payment and Reporting

Grantee will be issued a one-time advance payment for the program. An Advance Payment Request Form (EXHIBIT B) is required at which time funding will be disbursed. Grantee is required to submit a Final Report (EXHIBIT C), due October 30<sup>th</sup>, 2019. If GRANTEE's program is completed prior to the full fiscal year and all grant funds have been disbursed, a Final Report is due thirty (30) days after completion of the project. Also to include an expense report of funds that was disbursed.

The CITY reserves the right to require reports more frequently than stated above if necessary, but no more than once a month.



### **3. Project Withdrawal**

If GRANTEE wishes to withdraw a Project, GRANTEE shall notify the CITY of this right pursuant to the Notices provision below.

In the event an approved project cannot be completed, and if Grant Amount was advanced, those funds, plus any accrued interest, must be returned to the CITY.

### **4. Documentation and Recordkeeping**

GRANTEE shall maintain all records related to performance of this agreement and agrees to maintain satisfactory financial accounts, documents and records for the Project. Such records shall be available for a period of three years from the date of receipt of final payment under the Agreement, for inspection and audit by representatives of the CITY, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issue raised by the audit.

### **5. Promotion of Program Services**

GRANTEE agrees to promote the CITY if applicable when marketing, website, media opportunities, etc. The GRANTEE further agrees to assist the CITY in making a strong case for Community partnerships by providing timely, accurate data and reporting as requested regarding social service needs.

### **6. Termination**

This Agreement shall be terminated upon the occurrence of:

- (1) Breach of this Agreement by the GRANTEE;
- (2) Written notice from the CITY to the GRANTEE to terminate the services under this Agreement, which notice may be given in the sole discretion of the CITY with or without cause; or
- (3) Upon receipt by CITY of written notice from the GRANTEE of GRANTEE'S intent to terminate this Agreement; or
- (4) Failure to maintain 501(c) (3) status.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

### **7. Assignment**

Neither this Agreement nor any right or obligation provided for by this Agreement shall be assigned by the GRANTEE without the consent of the CITY.



## **8. Charitable Purpose**

Activities under this Agreement will not be used for the purpose of profit.

## **9. Obligations of Grantee**

The GRANTEE shall carry out the services and activities described in this Grant Agreement. The Grant Application and any subsequent changes or additions approved in writing by the CITY is hereby incorporated in this Agreement as though set forth in full in this Agreement. This Agreement may only be amended upon the written agreement of both the CITY and the GRANTEE.

## **10. Governing Laws**

This Agreement shall be governed by the laws of State of Florida and of Broward County, Florida. Any action for breach, enforcement, interpretation, or arising out this Agreement shall be brought only in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, and the parties agree to submit to the jurisdiction of that Court.

## **11. Insurance**

At all times during the term hereof, the GRANTEE shall maintain General Liability Insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the GRANTEE shall furnish to the CITY original certificates of insurance indicating that the GRANTEE is in compliance with the provisions of this Agreement.

1. The GRANTEE shall also provide Worker's Compensation Insurance as required by the laws of the State of Florida.
2. Indemnification

Each party assumes responsibility for the negligence of its own respective employees, appointees, or agents; and, in the event of any claims for damages or lawsuits for any remedy, each party will defend its own respective employees, appointees, or agents. To the fullest extent permitted by law, the GRANTEE agrees to indemnify and hold-harmless the CITY, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, of the GRANTEE or persons employed or utilized by the GRANTEE in performance of the Agreement.

## **12. Notices**

All notices provided for or required under this Agreement shall be made by certified mail, return receipt requested to the addresses set forth below:

**City of Hallandale Beach:**  
City Manager  
400 S. Federal Highway  
Hallandale Beach, FL 33009



**With Copy to:**

Human Services Department  
Attn: Community Partnership Grants  
1000 N.W. 8<sup>th</sup> Avenue  
Hallandale Beach, FL 33009

**Grantee:**

School Board of Broward County, Florida  
Superintendent of Schools  
600 SE Third Avenue  
Fort Lauderdale, FL 33301

Mark Howard  
Hallandale Magnet High School  
720 NW 9th Avenue  
Hallandale Beach, FL 33009

**13. Contingencies**

Both the CITY and the GRANTEE recognize that there exists the possibility of contingent events which may adversely impact the GRANTEE'S ability to provide services as provided for under this and other agreements with other GRANTEES, including without limitation, the failure of contributors to remit funds pledged. In the event that any such contingencies should develop or occur, the CITY shall have the right to reduce the amount of funds, suspend the services until conditions change or terminate this agreement and be relieved of its obligation to deliver according to this agreement.

**14. Compliance**

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

**15. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**16. Multiple Originals**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Execution on Next Page]



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by City Commission action on the 12th, day of December 2018, and The School Board of Broward County, Florida (as operator of Hallandale Magnet High School) signing by and through its Board Chair duly authorized to execute same.

CITY

ATTEST:

Handwritten signature of Jenorger Guillen in blue ink.

Jenorger Guillen  
City Clerk

CITY OF HALLANDALE BEACH

By Nydia M. Rapis Sallaberry 01/31/19  
Nydia M. Rapis Sallaberry  
Interim City Manager

Approved as to legal sufficiency and form by  
CITY ATTORNEY

AM / FN Jennifer Merino 1-31-19

Jennifer Merino  
City Attorney

(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

ATTEST:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: City of Hallandale Beach  
Date: 2019.02.05 08:37:47 -05'00'

\_\_\_\_\_  
Office of the General Counsel



**EXHIBIT A**  
**WORK PLAN/SCOPE OF WORK**

**Agency Name:** The School Board of Broward County, Florida (as operator of Hallandale Magnet High School)

**Program Name:** Saturday Academic Success Academy

**I. Program Intent**

The Mission of the Saturday Academic Success Academy is to prepare students to be successful in the global 21st Century Society. The program has operated at Hallandale High school for the past seven years and has effectively serviced hundreds of students in the community. The intent of the Hallandale Saturday Academic Success Academy is to enable at risk, low performing students to improve their reading, critical thinking mathematics, science and writing skills by participating in free (3) three-hour tutorial sessions on Saturday mornings.

State policies and mandates require students to take computerized standardized tests in all academic areas; therefore, opportunities for preparation can be achieved through this grant by allowing students access to computerized assistive software. Students (proficient) will also engage in practicing for Industry Certification, SAT/ACT exams and Advanced Placement Assessments through implementation of research-based strategies, certified instructors and peer tutoring. As a result, services provided to students will effectively increase the graduation rate, school grade, and produce literate productive citizens in the community.

In addition, these measures will result in increases in the FSA/EOC, technical programs, advanced placement (AP) scores along with Industry Certification and inevitably determine our school grade. Based on Senate Bill 1908, schools are evaluated based on the number of students passing Advanced Placement exams, which are national advanced norm-reference tests. These tests are not only challenging in nature, but students are compared to students across the nation on their performance. Many of these students across the nation, who will be compared to our students, tend to have more resources and academic support at home and in their communities as compared to our students. Saturday Academic Success Academy offers tutorials to better prepare the students for these rigorous exams thus, helping to equalize the playing field.

Over the past 5 years, there have been increases in the achievement levels of ELL/ESE students. Because of State mandates for these students, there is a need to provide effective programs for them improving their writing performance as well. Alternative methods and resources are needed to assist them in increasing their performance in writing. These students require more individualized instruction.

The principal, assistant principal, site coordinator and curriculum leaders will coordinate the responsibility of the project, and assistant principals will supervise the program. Several teachers, clerical and paraprofessionals will be responsible for the implementation, supervision and coordination of all programs.

**A. Target populations:** Saturday Academic Success Academy Program will serve 75 students ages 14 to 18 years old (up to age 23 for youth with disabilities) residing in Hallandale Beach, Florida and attending Hallandale Beach High School.



**B. Method of Service Delivery (Mandatory Components)**

Service Name and Description	# of Participants to Be Served
<b>Tutoring and Direct Instruction</b> – GRANTEE shall offer free 3 hour tutoring sessions to enable at risk, low performing students to improve their reading, critical thinking mathematics, science and writing skills. Students (proficient) will also engage in practicing for Industry Certification, SAT/ACT exams and Advanced Placement Assessments through implementation of research-based strategies, certified instructors and peer tutoring.	75 students weekly (duplicated)
<b>Industry Certification</b> – GRANTEE shall offer free 3 hour Industry Certification Instruction. During these sessions, students (proficient) will engage in practicing and taking the Industry Certification exam .The Certifications are as follows: Dream Weaver, Microsoft Office, EKG, AutoCAD, Solid Works and Adobe Premiere	75 students weekly (duplicated)
<b>Advanced Placement Preparation</b> – GRANTEE shall offer free 3 hour tutoring sessions taught by Advance Placement Certified Teachers. The AP courses are as follows: Environmental Science, Literature, Language, Psychology, World History, Spanish, French, US History, US Government, Computer Science, Capstone, Biology, and Calculus.	75 students weekly (duplicated)
<b>ACT/SAT Preparation</b> – GRANTEE shall offer free 3 hour ACT/SAT direct and web-based instruction which includes, but not limited to the College Board Website and Khan Academy. Students will also meet with the Brace Advisor to explore College and Career Opportunities	75 students weekly (duplicated)

**C. Service Locations:**

The GRANTEE shall provide program services at the following location(s):

Site	Street Address	City	Zip Code
Hallandale Magnet High School	720 NW 9 <sup>th</sup> Ave	Hallandale Beach	33009

**D. Dates/Days/Hours of Operation:** The GRANTEE shall operate the program from January 22, 2019 through September 30, 2019. Daily hours of operation shall be as follows:

Saturdays	Time Start	Time End
Saturdays	8:00 am	12:00 pm

Additionally, special program activities and events may take place on evenings as needed. The GRANTEE agrees to notify the City within three (3) days in the event of changes to service locations and/or hours of operation.





**E. Staffing Chart**

Staff positions and duties shall be as follows:

# of staff	Position	Primary Duties
8	Teachers	Provide tutoring and preparation for assessments
1	Administrator	Supervision and Program Management
1	Site Coordinator	Coordination of Program Services

**F. Partnership Recognition**

The GRANTEE shall make a concerted effort to promote the CITY and the GRANTEE as partners for these program services. Program staff shall be fully aware of the partnership and able to articulate that their program is supported and funded by the CITY.

**G. File Management**

Documentation: The GRANTEE will maintain all appropriate supporting documentation to demonstrate they satisfied the requirements for delivering services as it is defined and paid for during the contract period.

Statistical Demographic Report: The GRANTEE agrees to maintain complete and accurate data and support data quality assurance mechanisms. Failure to implement these measures may impact future funding.

**H. Method of Payment**

1. CITY agrees to pay GRANTEE the total amount of **\$20,000.00** for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by GRANTEE as full compensation for all such work. It is acknowledged and agreed by GRANTEE that this amount is the maximum payable and constitutes a limitation upon the CITY's obligation to compensate GRANTEE for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon the GRANTEE's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

2. Payment shall be due within thirty (30) days of date stipulated on the invoice, provided invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

3. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.



**I. Work Plan**

<b>Work Task</b>	<b>Start-Up Date</b>	<b>Date of Completion</b>
<b>Academic Tutoring</b>	<b>February 2, 2019</b>	<b>May 30, 2019</b>

**J. Performance Measures**

The GRANTEE shall report individual outcome measurement results. Upon CITY request, GRANTEE shall also report in narrative form, the reasons for dropping-out and failures to achieve the outcomes, as well as, describing any factors that effected outcome achievement or measurement. The GRANTEE shall be responsible for purchasing and including in program budgets outcome tools applicable to their programs.

<b>How Much Did We Do?</b>			
<b>Performance Measure</b>	<b>Goal per Contract</b>	<b>Evaluation Tool</b>	<b>Administration Schedule</b>
# of contracted youth actually served	850 duplicated	Client Data Tracking Sheet	Analyzed on a Quarterly Schedule
<b>How Well Did We Do It?</b>			
% of funded allocation utilized	95%	Monthly Report	Analyzed on a Quarterly Schedule
Program Services Site Visit Observations and Programmatic Monitoring	On Track/Meets Expectations	Site Visit and Monitoring Report	Analyzed on a Quarterly Schedule
<b>Is Anyone Better Off?</b>			
% of students will have benefited from Saturday classes	85%	Client Data Tracking Sheet/Attendance Log	Analyzed on a Quarterly Schedule



**EXHIBIT B – ADVANCED PAYMENT REQUEST  
FY 2018-2019**

<b>Organization:</b>
<b>Project Name:</b>

<b>a. Grant Amount</b>	\$	
<b>b. Funds Received to Date</b>	\$	
<b>c. Available Grant Amount (a minus b)</b>	\$	
<b>d. Amount Requested</b>	\$	
<b>e. Balance of Funds available for this Agreement Amount requested (c minus d)</b>	\$	

**Justification for Requested Amount. NOTE: Must be in compliance with program budget line items (e.g., method of calculation for salaries, consultants, supplies, etc.):**

<b>Signature:</b>	
<b>Print Name:</b>	<b>Date</b>

<b>FOR CITY USE ONLY</b>	
<b>Staff Review and Date</b>	
<b>PAYMENT APPROVAL SIGNATURE</b>	<b>DATE</b>



**EXHIBIT C**

**FY 2018- 2019  
FINAL REPORT**

**FINAL REPORT GUIDELINES**

The Final Report is an opportunity for you to inform the City about the important work you do, and it is a valuable tool for the City to use in assessing the success of the project and future funding considerations for your organization. Please complete the report and submit to the City within thirty days of completion of your project.

**Organization:** The School Board of Broward County, Florida (Hallandale Magnet High School)

**Date Final Report Submitted:** \_\_\_\_\_

**1. Complete the chart below:**

**A. Project Information:**

Project Name:		
Person Preparing the Report/ Job Title		Phone #
Project Start-Up Date		
Number of participants served during this period _____	Hallandale Beach Residents _____	Non- Hallandale Beach Residents _____
Participant Status to Date	Active: _____	Terminations: _____ Successful: _____
Completion Date:		Total Number Served
Amended Completion Date (if applicable)		

**B. Project Cost:**

Total Project Cost		Funds Expended to Date	Percentage
City Funding	\$	\$	%
Other Funding	\$	\$	%
(specify source )			



**FINAL REPORT  
(Continued)**

**2. Please provide the information requested below on Agency letterhead. All information must be submitted typed using an 11pt font.**

- i. The actual number of individuals served by the City grant award. (Provide back-up to support number of individuals served; i.e. copies of sign-in sheets, call logs, etc.)
- ii. List the specific activities used to accomplish the project goals and objectives. In the case of classes, workshops, performances, and the like, indicate the number, frequency, duration, and number of participants. Example: A total of six workshops took place on a monthly basis with each workshop lasting two hours. Ten individuals attended each workshop. (Provide copies of participant attendance logs.)
- iii. List the evaluation methods used to determine the extent to which objectives and goals were met. Provide copies of evaluation tools, such as surveys or tests, when possible. If no evaluation tool is used, please indicate such.
- iv. Indicate how you publicly recognized The City of Hallandale Beach. For example, brochures, program booklet, in annual report, press release, web site. Provide copies of all collateral materials and copies of any media coverage the project has received.
- v. Describe unexpected challenges or opportunities you encountered, if any. You may want to explain why you were unsuccessful at some levels of services. You are also encouraged to share your success stories.
- vi. Please also submit the following financial information:
  - a. Accounting of actual expenses using the Final Expenditure Report Form provided.
  - b. Copies of all expenditures to include receipts, payroll, etc.
- vii. Submit an overall Project Summary.
- viii. The Final Report must be signed by the Authorized Representative.

**FINAL REPORT  
(Continued)  
FINAL EXPENDITURE REPORT FORM**

<b>Project Name: Saturday Academic Success Academy</b>			
<b>Organization Name: Hallandale Magnet High School</b>			
<b>Budget Category</b>	<b>Budget Allocation</b>	<b>Funds Expended to Date</b>	<b>% of Funds</b>
PERSONNEL			
CONSULTANTS			
SUPPLIES			
OTHER/SPECIFY			
<b>Total Grant Dollars Expended</b>			

**REMEMBER TO ATTACH ALL EXPENDITURE RECEIPTS RELATED TO GRANT FUNDS PROVIDED BY THE CITY OF HALLANDALE BEACH.**

I certify that the information contained in this Final Report, including Budget and Attachments are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Thank you in advance for your Final Report. Submit the Final Report to:

Community Partnership Grants  
1000 NW 8<sup>th</sup> Avenue  
Hallandale Beach, FL 33009