

**Community Partnership Grants**  
**FY2011-2012**  
**Grant Agreement**

This Participation Agreement (the "Agreement") is entered into by and between the City of Hallandale Beach (City or Grantor), and The School Board of Broward County, Florida (Grantee) this \_\_\_\_ day of \_\_\_\_.

**WHEREAS,** The City, through its 2011-2012 Fiscal Year Budget, has grant funds to support Community Partnership programs and services that will benefit the residents of Hallandale Beach; and

**WHEREAS,** The intent of this funding is to allocate resources to individuals, schools or community based organizations that support meaningful community service projects and service learning opportunities.

**NOW, THEREFORE,** the parties hereby agree as follows:

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

Grantee shall complete all work in accordance with an approved Work Plan for a Saturday Program which will be included in this Agreement as **Exhibit A** "Project Schedule/Deliverables", **Exhibit B** "Budget", and **Exhibit C** "Program Description". Grantee agrees to submit in writing, any deviation from the attached Work Plan to the City for approval prior to the implementation of changes.

The City of Hallandale Beach hereby grants to Grantee a Community Partnership Grant in an amount not to exceed \$ 40,000.00 in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan 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.

**2. Payment, Reporting, and Training Requirements**

All payment requests must be submitted by the Grantee using the completed Payment Request, attached as **Exhibit D**.

Grantee ensures that the Agreement requirements are met through completion of a Quarterly Progress Report adhering to the following schedule: (**Exhibit E** for Quarterly Progress report Form)

|                         |                        |                |
|-------------------------|------------------------|----------------|
| 2 <sup>nd</sup> Quarter | February through March | Due April 15   |
| 3 <sup>rd</sup> Quarter | April through June     | Due July 15    |
| 4 <sup>th</sup> Quarter | July through September | Due October 15 |

If the Grantee's Work Plan is completed prior to the full fiscal year and all grant funds have been expended, a final report is due the quarter following completion of said Work Plan and no further reporting is required.

The City reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

Grantee is required to attend quarterly workshops sponsored by the City. Date and time of said workshops are to be determined.

### **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 and without cause; or
- (3) Grantee's notice of intent to terminate this Agreement upon receipt by the City.

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. Grant Application Incorporation**

The Grant Application and any subsequent change or addition 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 Law**

This Agreement shall be governed by the laws of the State of Florida and Broward County, Florida. Any action for breach, enforcement or interpretation arising out of 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. The parties waive trial by jury.

## **11. 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. Nothing herein shall be deemed to be a waiver of any rights or limits to liability existing under section 768.28, Florida Statutes.

## **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:**  
Marian McCann-Colliee  
Attn: Community Partnership Grants  
750 NW 8<sup>th</sup> Avenue  
Hallandale Beach, FL 33009

**And**  
City Attorney  
400 S. Federal Highway  
Hallandale Beach, FL 33009

**Grantee:**  
The School Board of Broward County, Florida  
600 SE 3<sup>rd</sup> Ave  
Fort Lauderdale, FL 33001

### **13. Contingencies**

Both 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 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 Commission action on the 14th, day of July, 2011, and \_\_\_\_\_, signing by and through its \_\_\_\_\_duly authorized to execute same.

**CITY OF HALLANDALE BEACH**

Date: \_\_\_\_\_

By \_\_\_\_\_  
MARK ANTONIO, CITY MANAGER

ATTEST:

\_\_\_\_\_  
SHEEN JAMES, CITY CLERK

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
V. LYNN WHITFIELD, ESQ.  
CITY OF HALLANDALE BEACH

**[EXECUTION CONTINUED ON NEXT PAGE]**

GRANTEE MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

**GRANTEE**

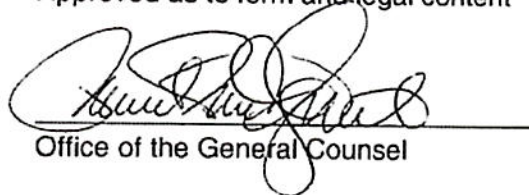
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

BY: \_\_\_\_\_  
ANN MURRAY, CHAIR-BOARD MEMBER

(Corporate Seal)  
ATTEST:

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

Approved as to form and legal content

  
Office of the General Counsel

**Exhibit A**  
**Project Schedule/Timeline Table**  
(Deliverables)

The table below lists the main work tasks and deliverables required to complete project objectives in order to meet the requirement of the agreement.

| <b>Work Task</b>                     | <b>Start-Up Date</b> | <b>Date of Completion</b> | <b>Funds Required</b> |
|--------------------------------------|----------------------|---------------------------|-----------------------|
| 1. Salary                            | February 10, 2012    | September 30, 2012        | \$28,500              |
| 2. Transportation                    | February 10, 2012    | September 30, 2012        | \$2,500               |
| 3. Materials                         | February 10, 2012    | September 30, 2012        | \$1,000               |
| 4. Student/Parent/Teacher Incentives | February 10, 2012    | September 30, 2012        | \$1,000               |
| 5. Parent Trainings/Involvement      | February 10, 2012    | September 30, 2012        | \$1,000               |
| 6 Food/Refreshments                  | February 10, 2012    | September 30, 2012        | \$5,000               |
| 7. SAT/ACT/PSAT-Fees                 | February 10, 2012    | September 30, 2012        | \$1,000               |
| 8. Total Project Completion          | February 10, 2012    | September 30, 2012        | \$40,000              |

**Exhibit B  
Budget**

| Item                                 | Amount          | In-kind        | Justification  |
|--------------------------------------|-----------------|----------------|--|
| 1. Salary                            | \$28,500        | \$3,500        | Salary for teachers, site coordinators, bus drivers, security officers and custodians. |
| 2. Transportation                    | \$2,500         |                | Bus Transportation   |
| 3. Materials                         | \$1,000         | \$2,000        | FCAT, SAT, AP, ACT Prep Materials<br>Xerox Paper, Ink and toner                        |
| 4. Student/Parent/Teacher Incentives | \$1,000         |                | Gift Cards, Games, T-shirts, Gifts, Electronics  |
| 5. Parent Trainings/ Involvement     | \$1,000         |                | FCAT, SAT, AP SAT Parent Night Trainings and Informational Sessions                    |
| 6. Food/Refreshments                 | \$5,000         | \$2,500        | Saturday Academy, Breakfast and Lunch. Parent Night Dinner and Refreshments            |
| 7. SAT/ACT/PSAT-Fees                 | \$1,000         |                | Fees paid for underprivileged students   |
|                                      |                 |                |  |
| <b>TOTAL</b>                         | <b>\$40,000</b> | <b>\$8,000</b> | <b>TOTAL BUDGET:<br/>\$48,000</b>  |



**Exhibit C**  
**Program Description**  
 (To be provided by Grantee)

The Grantee will conduct a Saturday Academic Success Academy on Saturdays from 7:30-11:30 am at Hallandale High School. The Academy will run from February 10, 2012 through September 30, 2012. The academy will offer direct instruction tutoring for Reading, Math, Science, Writing, Advanced Placement, Vocational and Magnet Courses. The Grantee will assign ten teachers, two bus drivers, one clerk, one custodian, one security specialist, two site coordinators and one administrator to conduct the program. Bus transportation as well as breakfast and lunch will be provided. Based upon past participation, the average weekly attendance is expected to be 120 students in grades 9-12.

Students enrolled in Culinary Arts and Health Occupation Services of America (HOSA) shall have the opportunity to earn their industry service hours needed for certification. During Saturday academy and on Tuesday of each week, students will be bused to local hospitals to complete required clinical hours and culinary experience in the hospital cafeteria.

The estimated cost to run this Saturday Academic Success Academy is as follows:

| Activity                             | Date                      | Date of Completion    | Funds Required |
|--------------------------------------|---------------------------|-----------------------|----------------|
| 1. Tutoring                          | Feb.10-<br>Sept. 30, 2012 | September 30,<br>2012 | \$28,500       |
| 2. Transportation                    | Feb.10-<br>Sept. 30 2012  | September 30,<br>2012 | \$2,500        |
| 3. Materials                         | Feb.10-<br>Sept.30, 2012  | September 30,<br>2012 | \$1,000        |
| 4. Student/Parent/Teacher Incentives | Feb.10-<br>Sept.30 2012   | September 30,<br>2012 | \$1,000        |
| 5. Parent Trainings/Involvement      | Feb.10-<br>Sept 30 2012   | September 30,<br>2012 | \$1,000        |
| 6 Food/Refreshments                  | Feb. 10-<br>Sept. 30 2012 | September 30,<br>2012 | \$5,000        |
| 7. SAT/ACT/PSAT-Fees                 | Feb.10-<br>Sept. 30 2012  | September 30,<br>2012 | \$1,000        |
| 8. Total Project Completion          | Sept. 30 2012             | Sept. 30, 2012        | \$40,000       |

**Exhibit D  
Payment Request**

|  |              |
|--|--------------|
| <b>Grantee Name:</b><br>Hallandale High School   |              |
| <b>Project Title:</b><br>Saturday Success Academy  |              |
| Type of Payment <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final |              |
| <b>a. Grant Amount</b>   | \$40,000     |
| <b>b. Funds Received to Date</b>   | -0-          |
| <b>c. Available Grant Amount (a minus b)</b>   | \$           |
| <b>d. Amount Requested</b>   | \$           |
| <b>e. Balance of Funds after available for this Agreement Amount requested (c minus d)</b>                             | \$           |
| <b>Justification for Requested Amount:</b>   |              |
| <b>Signature:</b>  |              |
| <b>Print Name:</b>   | <b>Date:</b> |

|  |             |
|--|-------------|
| <b>FOR CITY USE ONLY</b>                 |             |
| <b>Date Approved by Grants Committee</b> |             |
| <b>PAYMENT APPROVAL SIGNATURE</b>        | <b>DATE</b> |

**EXHIBIT E**  
**QUARTERLY PROGRESS REPORT**

Agency Name: \_\_\_\_\_

Reporting Period: \_\_\_\_\_ Date Report Due: \_\_\_\_\_

**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: _____<br>Successful: _____ |               |
| Project Completion Date                          |                                  |  | Number Served |
| Amended Completion Date (if applicable)          |                                  |  |               |

**B. Project Cost**

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