

AGREEMENT

Police Department
Police Athletic League of Hallandale Beach, Inc. (PAL)

THIS AGREEMENT (this "Agreement") is made and entered into effective upon the day of final execution by all parties, by and between the CITY OF HALLANDALE BEACH, FLORIDA, a Florida municipal corporation (the "City") and the POLICE ATHLETIC LEAGUE OF HALLANDALE BEACH, INC., a Florida non-profit 501(c)(3) Corporation ("PAL").

RECITALS

WHEREAS, the City desires to contract with PAL to provide affordable youth crime prevention programs that utilize educational, athletic, and recreational activities to create trust and understanding between police officers and youth and to provide a safe and secure environment for residents in its community; and

WHEREAS, PAL will manage the Foster Park Community Center (FPCC), providing the community with a safe and nurturing environment for young people to develop positive attitudes toward police officers and become good citizens; and

WHEREAS, PAL will provide a series of multi-generational programs to include education, wellness, citizenship, personal growth, and general life skills. The programs will be offered to the community at large and open to citizens of all ages; and

WHEREAS, PAL will expand daytime activities for adults to include chess, the arts, wellness, calisthenics, financial literacy, PAL Book Club, and workforce preparation resulting in fun, healthy, and improved life skills of our citizens; and

WHEREAS, the City and PAL recognize that by participating in athletics and programs, participants develop teamwork, leadership skills, self-esteem, and confidence, learn goal-oriented skills, and are deterred from gangs and juvenile crime; and

WHEREAS, the City and PAL recognize that youth interacting with police in the positive environment of PAL activities will have developed a more positive view of law enforcement and expanded awareness about the role of a police officer; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PAL agree as follows:

Section 1. Recitals.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Scope. The intent of this Agreement is to provide the terms and conditions by which PAL will maintain the FPCC and provide programming for the City as set forth in the Recitals above:

1. PAL will provide economic assistance to residents of the City of Hallandale

Beach through in accordance with the established Youth Economic Assistance Grant Program, which provides for reduced rates for qualifying City residents. The Grant Program will be based on the guidelines set forth by the Broward County Income Guidelines . Documentation of total assistance will be provided at the conclusion of each program.

2. PAL will provide training to Volunteers to further develop a mentoring relationship with youth in the community.
3. PAL will disseminate social services and economic assistance information to PAL parents and volunteers on programs or surveys available from the City, its Human Services Department, Parks, Recreation and Open Spaces Department, and/or its Community Redevelopment Agency.
4. PAL will develop community-minded activities for its participants in order to teach children the benefits of volunteering and helping their own communities. PAL will additionally partner with the Hallandale Beach Police Department Community Involvement Unit to provide additional education training such as Drug Abuse Resistance Education and Gang Resistance Education and Training.
5. PAL will provide multi-generational programs addressing education, physical and mental wellness, citizenship, entrepreneurship, financial literacy, adult activities, chess, workforce preparation, and general life skills at Foster Park Community Center.
6. PAL agrees to abide by the scope of services outlined in the Foster Park Library Project Agreement between Broward County and the City of Hallandale Beach.
7. PAL agrees to maintain the following minimum hours of operation at FPCC from Monday to Thursday 12 pm to 8:30 pm and Saturday 10 am to 4 pm excluding all City holidays. CITY may authorize, upon PAL's request, or require, upon CITY's written notice to PAL, additional periods of closing. PAL will provide notice to Broward County of hours of operation.
8. PAL will be responsible for all opening and closing functions including securing the property at the end of shift. PAL will be responsible to respond to any incidents after operating hours.
9. PAL will provide all services outlined within ninety (90) days of this agreement's ratification.
10. PAL agrees to provide all cleaning products and will conduct all ~~daily~~ janitorial services for all restrooms, office space, common areas inside of FPCC (including classroom, library, multipurpose room, kitchen and storage area), and areas immediately surrounding the entrances. A schedule of janitorial, routine maintenance and repair responsibilities is attached as Exhibit 1.
11. PAL agrees to repair or replace any excessive damage, or destruction to the property as a result of PAL activities beyond any damage associated with the property's regular use. Excessive damage is defined as the destruction or excessive deterioration of the property resulting from

intentional behavior or negligence.

Section 2. **Cost of the Service.**

2.1 The City agrees to allow PAL to utilize the Foster Park Community Center at no additional cost so that PAL may provide community programs for all ages.

2.2 The City agrees to continue as the property manager and conduct routine and emergency maintenance for the Foster Park Community Center during the terms of this agreement. Any requests for repairs made to the City will be submitted through work orders.

2.3 The City agrees to fund all utility costs for the property during the contract term.

2.4 PAL will not offer FPCC as a rental facility to the public. The City will retain its ability to utilize the FPCC as a rental facility in coordination with PAL. The City will collect all revenues associated with rental services.

Section 3. **Term.**

3.1 The term of this Contract shall begin on October 1, 2022, and end on September 30, 2025. Prior to the end of this contract, the scope of services provided herein and the corresponding costs for services will be reevaluated based on the needs of the City for the fiscal year. The parties may agree to up to two (2) one year renewals, contingent upon satisfactory services and available funding.

3.2 This Agreement may be terminated for convenience and without cause by either party upon ninety (90) days written notice to the other parties of its desire to terminate this Agreement.

Section 4. **Staffing**

4.1 PAL will ensure the library is open for a minimum of 25 hours a week and is staffed by two (2) paid or unpaid staff during all hours of operation.

4.2 PAL shall comply with Level II background screenings required by Section 435.04, Florida Statutes, which provides: The security background investigations under this section must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction [of the crimes listed in subsection (2)(a)-(zz) or (3) of Section 435.04, F.S.]

4.3 PAL shall ensure all employees, agents, subcontractors, and volunteers (collectively "Staff") have current certifications, licenses and training including AED and CPR, and USPTA.

4.4 City shall provide PAL with consulting services for Human Resources functions, including, but not limited to, providing employment policy development assistance and conducting investigations of employment related claims at the request of PAL. The provisions of any services pursuant to this paragraph are subject to the indemnification provisions of this agreement.

4.5 In the event that any person or vendor on PAL's Staff is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the PAL in writing of such fact and the PAL shall immediately remove said Staff unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

4.6 PAL may propose subcontractors for certain of its operation and maintenance obligations under this Agreement for the approval of City.

Section 5. **Nondiscrimination, Equal Opportunity.**

a. PAL shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

b. PAL's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

c. PAL shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, PAL shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

d. PAL shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

e. PAL shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any

services pursuant to this Agreement.

Section 6. Domestic Partner Benefits Requirement.

a. PAL certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

b. PAL shall comply with the applicable provisions of this section. The PAL certifies and represents that it will comply with this section during the entire term of the Contract.

c. The failure of the PAL to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

d. The City may terminate the Contract if the PAL fails to comply with this section.

e. The City may retain all monies due or to become due until the PAL complies with this section.

f. Exception and waiver. The provision of this section shall not apply where:

i. The PAL provides benefits neither to employees' spouses nor spouse's dependents.

ii. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.

Section 7. Insurance

a. PAL agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by PAL is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by PAL under any resulting contract.

b. Commercial General Liability: PAL agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate affording coverage for claims arising out of, but not limited to, the Golden Isles Tennis Facility specifications / scope of work under this Contract herein. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability/Severability of Interest.

c. PAL agrees to maintain Commercial General Liability with Athletic Participant liability coverage at policy sub-limit of liability not less than \$100,000 each Occurrence and \$100,000 Annual Aggregate.

d. PAL agrees to maintain Commercial General Liability with Sexual Abuse or Molestation coverage at a policy sub-limit of liability not less than \$100,000 Each Occurrence and \$100,000 Annual Aggregate.

- e. Participant Medical Accident Insurance: PAL agrees to maintain Participant Medical Accident insurance in the amount not less than \$10,000 for excess medical and \$2,500 for Accident Death and Dismemberment (AD&D).
- f. Automobile Liability: PAL agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PAL does not own automobiles, PAL agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- g. Worker's Compensation Insurance & Employers Liability: PAL agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.
- h. Commercial Blanket-Fidelity Crime Bond: PAL agrees to maintain a Commercial Fidelity Bond for employee theft and dishonesty on a Blanket Basis at a limit not less than \$25,000. This bond or theft coverage shall be specifically endorsed to cover "Third-Party liability including an endorsement evidencing a third-party beneficiary clause in favor of City. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis.
- j. Additional Insured: PAL agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or PALs – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or PALs – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners, Lessees PALs- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."
- k. Waiver of Subrogation: PAL agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit PAL to enter into a pre-loss agreement to waive subrogation without an endorsement, then PAL agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should PAL enter into such an agreement on a pre-loss basis.

Section 8. **Indemnification**

- a. To the fullest extent permitted by law, the PAL 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, by the professional negligence, error or omission of the PAL or persons employed or utilized by the PAL in performance of the Agreement.
- b. To the fullest extent permitted by law, the PAL 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, by the recklessness or intentionally wrongful conduct, of the PAL or persons employed or utilized by the PAL in performance of the Agreement.

- c. PAL agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of PAL, any sub-PALs, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. PAL further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects, for any construction done by the PAL or its subcontractors or agents. Neither the PAL nor any of its sub-PALs will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees.
- d. Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges, immunities, and limits to the CITY's liability as provided by law and as set forth in Florida Statute 768.28.

Section 9. Records.

City and PAL shall keep such records and accounts as may be necessary to support the cost of services incurred by the City in accordance with this agreement, including but not limited to records and documents pertaining to the selection of third-party service providers. Such books and records will be available at all reasonable times for examination and audit by the City and shall be retained as provided by law or for no less than a period of three (3) years after completion of each requested service to be performed pursuant to this Agreement.

IF THE PAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

Section 10. Miscellaneous.

- 10.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect the meanings of any provisions hereof.
- 10.2 Amendment. The terms, covenants, conditions, and provisions of this Agreement cannot be altered, changed, modified, or added to, except in writing, signed by the City and PAL and approved by the PAL Board and the

City Commission.

- 10.3 Third-Party Beneficiaries. Neither of the Parties intends to directly or substantially benefit any third party by this Agreement. Therefore, Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 10.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 10.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The venue for litigation concerning this Agreement shall be in Broward County, Florida.
- 10.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.
- 10.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, will not constitute a waiver by such Party of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.
- 10.8 Independent Contractor. In performing its obligations hereunder, PAL shall be deemed an independent contractor and not an agent or employee of the City.
- 10.9 CITY Ownership. CITY is the owner of the FPCC. PAL acknowledges that CITY, not PAL, will continue to be the owner of the FPCC at all times during the Term or any Renewal Term. This agreement for the provision of services does not create nor convey any ownership interest in the FPCC to PAL.
- 10.10 Assignment. Neither this Agreement, nor any interest herein, shall be assigned, transferred, or otherwise encumbered by the City or PAL without the prior written consent of the other Party.

- 10.11 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.
- 10.12 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

[EXECUTION CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the City of Hallandale Beach and the Police Athletic League hereto have caused this Agreement to be executed as of the date first above written.

CITY:
CITY OF HALLANDALE BEACH

PAL:
POLICE ATHLETIC LEAGUE OF
HALLANDALE BEACH, INC.

BY: _____
Dr. Jeremy Earle
City Manager

BY: _____
Michel Michel
Chief of Police

ATTEST:

Authorized by Board of Directors
On ___ day of _____, 2022.

BY: _____
Jenorgen Guillen
City Clerk

Approved as to form and legal sufficiency:

BY: _____
Jennifer Merino
City Attorney