



THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of October 2015, between the City of Hallandale Beach, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY/GRANTOR”) and Hollywood Art and Culture Center Inc., a Florida not for profit corporation (hereinafter referred to as the “GRANTEE”).

**WHEREAS**, The City of Hallandale Beach (CITY) through the 2016-2017 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 qualified nonprofit organizations that support meaningful community programs and service learning opportunities and political subdivisions of the State of Florida whose primary core services is education.

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

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

The City of Hallandale Beach hereby grants to GRANTEE a Community Partnership Mini-Grant in an amount not to exceed \$7,000.00 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 Mini Grant Application to the CITY for approval prior to the implementation of changes.

The term of this Agreement shall commence on October 1, 2016, or the date it is fully executed by both parties (whichever is later) and shall end no later than September 30, 2017.

### **2. Payment and Reporting**

Grantee will be issued a one-time advance payment for the program. A Payment Request Form is required at which time funding will be disbursed. Grantees are required to submit a Mid-Year Report, which is due April 10, 2017, and Final Report, due October 30, 2017. 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 his 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 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 CONSULTANT or persons employed or utilized by the CONSULTANT 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  
750 NW 8<sup>th</sup> Avenue  
Hallandale Beach, FL 33009

**Grantee:**

Joy Satterlee, Executive Director  
Hollywood Art and Culture Center, Inc.  
1650 Harrison Street  
Hollywood, FL 33020

## **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 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

[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 21, day of September 2016, and Hollywood Art and Culture Center, Inc. signing by and through its Executive Director duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
Mario Bataille  
City Clerk

By \_\_\_\_\_  
Daniel Rosemond  
City Manager

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
V. Lynn Whitfield  
City Attorney

[EXECUTION CONTINUED ON NEXT PAGE]



**GRANTEE**

ATTEST:

Hollywood Art and Culture Center, Inc.  
(Name of Corporation)

\_\_\_\_\_  
(Secretary) By \_\_\_\_\_  
Joy Satterlee, Executive Director

(Corporate Seal)

\_\_\_\_\_  
Joy Satterlee, Executive Director

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.



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

**Agency Name:** Art and Culture Center/Hollywood.

**Program Name:** Hallandale Symphonic Pops Orchestra 2016-17 Concert Season

**I. Program Intent**

The Art and Culture Center is one of South Florida's leading multi-disciplinary arts organization that impacts more than 60,000 people each year. It is the third oldest arts non-profit in Broward County. The Center's mission is to cultivate creativity and support of the arts in the community through education, innovation and collaboration. Programming is accessible to all populations with Free Admission Day, free/low-cost performances for families with young children, free arts instruction delivered on school sites and reduced full tuition waivers for fee-based youth education programs.

The proposed project will implemented through their partnership with the Hallandale Symphonic Pops Orchestra by serving as the host organization for the Orchestra's 2016-17 Concert Season. Pops will perform four concerts on a monthly basis at the 510 seat center. The grant underwrites the cost for the venue for Pops and a portion of a day-of-event staff salaries.

The grant funds will significantly reduce operating expenses and help the Orchestra remain financially viable as it rebuilds its subscriber base and audience.

A. **Target populations** for Hallandale Symphonic Pops Orchestra 2016-17 Concert Season are residents ages 45 years and older.

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

Service Name and Description # of Participants to Be Served
<b>Venue Rental</b> – GRANTEE shall reserve four (4) venue dates for the 2016-17 Hallandale Symphonic Pops Orchestra Concert Series. GRANTEE shall provide access to all the amenities and services available to Hallandale Symphonic Pops Orchestra. Venue selection shall assist in reducing operating expenses for Hallandale Symphonic Pops Orchestra and increase audience attendance.

**C. Service Locations:**

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

Site	Street Address	City	Zip Code
Hollywood Art and Culture Center, Inc.	1650 Harrison Street	Hollywood	33020





**D. Dates/Days/Hours of Operation:**

The GRANTEE shall operate the program from October 1, 2016, through September 30, 2017. Hours of operation shall be as follows:

Performance Dates			
December 6, 2016	January 10, 2017	February 7, 2017	March 7, 2017
1:30 p.m. – 11:30 p.m.			

Additionally, special program activities and events may take place on evenings and Saturdays 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. 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.

**F. 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.

**G. Method of Payment**

1. CITY agrees to pay GRANTEE the total amount of **\$7,000.00** 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.

## H. Work Plan

Work Task	Start-Up Date	Date of Completion	Funds Required

DRAFT

## I. 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>Performance Measures</b> <b>Hollywood Art and Culture Center</b> <b>October 1, 2016- September 30, 2017</b>			
<b>How Much Did We Do?</b>			
<b>Performance Measure</b>	<b>Goal per Contract</b>	<b>Evaluation Tool</b>	<b>Administration Schedule</b>
# Venue Rental Dates	4	Invoicing Documentation	Analyzed on a Semi-Annual Schedule
% of funded allocation utilized	95%	Mid-Year and Final Report	Analyzed on a Semi-Annual Schedule
<b>How Well Did We Do It?</b>			
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>			
% Increase in attendance due to change in venue	85%	Attendance Documentation	Analyzed on a Semi-Annual Schedule

**EXHIBIT B**

**Budget**

Project Name:		Organization:		
Budget Categories	Amount Requested	Other Funding	In-kind Funding	Method of Calculation
Staff Salaries (Annual salary rate for positions that are direct costs to the program)				
Contractual Services/Consultants (position title, services to be provided)				
Supplies (office supplies, printing/postage, training materials, snacks, books, etc.)				
Background Screening				
Administrative/indirect expenses (Limited to 10% of the requested amount less the Administrative Costs. MUST be itemized and defined.				
Other/Misc.				
TOTAL Requests				





**Exhibit D  
FY 2017**

**MONTHLY PROGRESS REPORT**  
**Date Report Due: 10<sup>th</sup> of each month**  
**Reporting Period: \_\_\_\_\_**

**Project Description**

Project Name		
Person Preparing the Report/ Job Title		Phone #
Project Start-Up Date:	Project Completion Date:	Amended Completion Date (if applicable):

**Project Cost**

	(A) Budget Allocation	(B) Funds Expended for the month	(C) Funds Expended to date	(D) Percentage of funds utilized to date (C/A=D)
Staff Salaries				
Contractual Services/Consultants				
Supplies				
Background Screening				
Administrative/Indirect Expenses				
Other/Misc.				
Total				

**Performance Measures**

# Venue Rental Dates
% of funded allocation utilized
% Increase in attendance due to change in venue

**I certify that the information contained in this Monthly Progress Report and Attachments are true and correct to the best of my knowledge.**

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

\_\_\_\_\_  
**Date**



**EXHIBIT E**  
**FY 2017**  
**MID YEAR REPORT**  
**Date Report Due: April 10, 2017**

**Project Description**

Project Name		
Person Preparing the Report/ Job Title		Phone #
Project Start-Up Date:	Project Completion Date:	Amended Completion Date (if applicable):

**Project Cost**

	(A) Budget Allocation	(B) Funds Expended for the month	(C) Funds Expended to date	(D) Percentage of funds utilized to date (C/A=D)
Staff Salaries	\$	\$	\$	%
Contractual Services/Consultants		\$		%
Supplies				%
Background Screening				%
Administrative/Indirect Expenses				%
Other/Misc.				%
Total				

**Performance Measures**

# Venue Rental Dates
% of funded allocation utilized
% Increase in attendance due to change in venue

**I certify that the information contained in this Mid-Year Report and Attachments are true and correct to the best of my knowledge.**

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

\_\_\_\_\_  
**Date**



**EXHIBIT E  
FY 2017  
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.

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

**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)**

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

2. 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.)
3. 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.)
4. 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.
5. 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.
6. 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.
7. 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.
8. Submit an overall Project Summary.
9. The Final Report must be signed by the Authorized Representative.

