



## **AGREEMENT BETWEEN BROWARD COUNTY AND HALLANDALE BEACH**

This Donation Agreement ("the Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Hallandale Beach, a municipal corporation of the State of Florida ("Recipient").

Recipient is a municipality within Broward County, Florida, which runs, among other programs, the Friends of the Hepburn Center After School Program (ASP), which provides a supervised and structured after-school program for Hallandale Beach students from low and moderate-income households from Kindergarten through Middle School. The program provides educational support and homework assistance as well as counseling and mental health support services for the youth. Recipient is seeking support from County to further its mission, and County wishes to support Recipient in its efforts.

County and Recipient agree as follows:

### **TERMS**

1. Amount of Donation. County will donate to Recipient One Hundred Thousand Dollars (\$100,000) ("Donated Funds") upon the terms and conditions set forth herein.
2. Purpose of Donation. All Donated Funds shall be used to provide funding for ASP, as further outlined in the Scope of Work attached hereto as Exhibit A.
3. Use of Donated Funds. Recipient and County acknowledge that the Recipient shall have sole and complete control over the manner in which the Donated Funds are used by the Recipient, provided that such use is in accord with the purpose specified herein, inclusive of all exhibits.
4. No Ongoing Funding Obligation. Nothing in this Agreement shall be interpreted to create an ongoing funding obligation on the part of County beyond the amounts and periods of time set forth herein.
5. Effective Date. This Agreement shall be effective upon execution by the last party (in this case, County).
6. Method of Payment. County shall pay Recipient a lump-sum payment in the specified amount within thirty (30) days after the Effective Date. Payment shall be by check made payable to Recipient.
7. Authority to Execute Agreement. Pursuant to action taken by the Broward County Board of County Commissioners on January \_\_\_\_, 2017, the County Administrator is authorized to execute this Agreement on behalf of the County. Recipient

represents that the person signing this Agreement is duly authorized to do same and has the power to bind Recipient.

8. Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Recipient hereby acknowledges that the County is bound by Chapter 119 of the Florida Statutes and understands that County may be required to produce to persons and entities not a party to this Agreement copies of this Agreement as well as any other documentation related to County's donation to Recipient.

9. Indemnification. Recipient shall be fully liable for the actions of its current and former officers, employees, subcontractors, and other agents for any work performed using the Donated Funds. Recipient shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Recipient or any current or former officer, employee, subcontractor or other agent of Recipient, arising from, relating to, or in connection with any performance under this Agreement. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. In the event any Claim is brought against an Indemnified Party, Recipient shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County.

10. Termination. If, at any time prior to completion of payment, County learns that Recipient is using or intends to use any Donated Funds in a manner contrary to the stated purpose, County may terminate this Agreement. Moreover, if, following payment of any portion or the whole of the Donated Funds, County learns that Recipient is using or has used the Donated Funds in a manner contrary to the stated purpose, County shall be entitled to reimbursement of all Donated Funds paid to date within thirty (30) days after written demand. If Recipient suspends the program(s) funded through the funds provided herein, Recipient shall have the option to terminate this agreement upon written notice to County and shall return to County only those funds that have not been spent by Recipient as to the date of termination.

11. Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Recipient and of any of its subcontractors that are paid with Donated Funds. Recipient shall ensure that all such books, records, and accounts are available to be audited and shall make all of such books, records, and accounts available to the County, at no cost to the County, upon demand therefor. This obligation shall continue for three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits

and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County).

12. Reporting. Prior to September 30, 2017 Recipient shall submit to County a report stating the amount of Donated Funds used and stating with reasonable specificity the actual use of such funds.

13. Joint Preparation. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against either party.

14. Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15. Nondiscrimination. Recipient may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on January \_\_\_, 2017 and Recipient, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_  
County Administrator

\_\_\_ day of \_\_\_\_\_, 2017

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Rocio Blanco Garcia (Date)  
Assistant County Attorney

RBG/mm  
Hallandale ASP  
12/29/2016

RECIPIENT

WITNESSES:

City of Hallandale Beach

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

## **Exhibit A**

**Summary:** Recipient provides an after-school program for 175 youth in Kindergarten through Eighth grade. Through the program, Recipient provides educational support and homework assistance to students from low and moderate-income households. It also provides counseling and mental health support services for the youth.

Broward County will make a one-time donation of \$100,000 to Recipient to help fund its after-school program, which funds shall be used as provided in the Agreement and as further specified herein.

### **The Program:**

Residency and Income Requirements: The program shall be available to students from low and moderate-income households who attend schools within the boundaries of the City of Hallandale Beach or who are residents of the City. Children who do not go to school within the City and are not residents of the City shall be allowed to participate in the program if space permits.

Capacity: The program shall be made available to a minimum of 175 students.

Transportation: Recipient shall, at no cost to the students, provide program participants who attend Gulfstream Academy of Hallandale Beach with transportation to the Hepburn Center where the after-school program is administered.

Technology: The Donated funds shall be used to fund the addition of smart technology as a learning tool in the after-school program in order to enhance student achievement and student progress. The technology to be added to the classrooms is as follows:

Item Description	Unit Cost	Qty	Total
Chrome books	\$300	80	\$24,000
Full Laptop w/office license	\$1,125	40	\$45,000
3D Printer	\$3,500	2	\$7,000
Kano Computer Kits	\$300	20	\$6,000
Digital Photography Kits	\$600	10	\$6,000
Creative Cloud Design Software	\$300	40	\$12,000
		Total	\$100,000

The Donated Funds shall not be used for any purpose other than the funding of the technology specified herein unless a different purpose is agreed to in writing by the County Administrator or his or her designee.