

COMMUNITY PARTNERSHIP MINI GRANT AGREEMENT

Fiscal Year 2017-2018

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 1st day of October 2017, between the City of Hallandale Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY/GRANTOR") and Broward Education Foundation, Inc. a Florida not for profit corporation (hereinafter referred to as the "GRANTEE").

WHEREAS, The City of Hallandale Beach (CITY) through the 2017-2018 Fiscal Year Budget has grant funds to support Community Partnership Mini 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

The City of Hallandale Beach hereby grants to GRANTEE a Community Partnership Mini-Grant in an amount not to exceed \$10,000 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 Mini Grant Application to the CITY for approval prior to the implementation of changes.

The term of this Agreement shall commence on October 1, 2017, or the date it is fully executed by both parties (whichever is later) and shall end no later than September 30, 2018.

2. Payment and Reporting

Grantee will be issued a one-time advance payment for the program. An Advance Payment Request Form (EXHIBIT C) is required at which time funding will be disbursed. Grantees are required to submit a Mid-Year Report (EXHIBIT D), which is due April 10th, 2018, and Final Report (EXHIBIT E), due October 30th, 2018. 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 are 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. 8th Avenue
Hallandale Beach, FL 33009

Grantee:

CoCo Burns
Broward Education Foundation, Inc.
600 S.E. Third Avenue
1st Floor
Fort Lauderdale, FL 33301

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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 ____ day of September 2017, and Broward Education Foundation, Inc. signing by and through its Executive Director duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

Mario Bataille
City Clerk

By _____
Roger M. Carlton
City Manager

Approved as to legal sufficiency and form by
CITY ATTORNEY

Jennifer Merino
City Attorney

[EXECUTION CONTINUED ON NEXT PAGE]

GRANTEE

ATTEST:

(Name of Corporation)

(Secretary)

By

(Signature and Title)

(Corporate Seal)

(Print Name and Title Signed Above)

____ Day of _____, 20____.

Provide notary attestation for Grantee's signature below:

**STATE OF FLORIDA)
COUNTY OF BROWARD)**

The foregoing Agreement was acknowledged before me this _____ day of _____, 2017,

by _____ as _____

(Name of Signatory)

(Title)

on behalf of _____.

(Name of Entity)

Personally known____ OR Produced Identification_____
Type of identification produced:

(Seal)

Notary Public – State of Florida

EXHIBIT A
WORK PLAN/SCOPE OF WORK

Agency Name: Broward Education Foundation, Inc.

Program Name: City of Hallandale Innovative Teacher Grants Program

I. Program Intent

Broward Education Foundation's mission is to energize and engage the extended community to transform the lives of Broward County Public School students through support of quality education. Through community involvement, the Foundation provides support for:

- Innovative learning environments, grades Pre-K to 12
- Educational materials for Title 1 schools
- Scholarships for qualified graduating high school seniors
- Fiduciary oversight for community partners who join in our educational mission by establishing Foundation agency funds

The foundation was founded in 1983 and the purpose is to raise funds outside the district's tax base to enhance educational programming. The Foundation offers scholarships, innovative teaching grants, and school supplies for Title 1 schools. Innovative Teaching programs reach approximately 20,150 (10%) of students enrolled in Broward County Public Schools

There are two types of IMPACT grants: Adapter Grants (up to \$400) are available to educators to purchase materials and to customize one of the featured ideas in the Idea Catalog to fit their individual classroom need. Disseminator Grants (up to \$1,000) are available to grant recipients whose project resulted in successful teaching strategies. The goals and objectives for the disseminator grants are measurable, while the projects demonstrate student potential. Disseminator grant projects must be implemented for more than one year and must have a high potential for adaptation at a low cost and involve easily accessible materials. Disseminator grant funds are used to market the idea or project to other educators and are highlighted in the Idea Catalog. Recipients of disseminator grants are honored at events attended by leaders from the educational and business communities and receive training in presentation skills and networking strategies.

Innovative Teacher Grant applications are available online beginning early September. A community-wide grant judging process is held in December. The Innovative Grant Committee makes the final selection of Teacher Grants that will be awarded for implementation in the following school year.

The Innovative Grant Committee meets to review the judges' grant recommendations and to make the final selection of Teacher Grants that will be awarded for implementation in the following school year. The Foundation prints an Idea Catalog that highlights all the Disseminators projects. This catalog is sent to all 17,000 teachers in Broward County Public schools. Adapter and Disseminator grant applications are also available online.

Innovative Teaching Programs reach approximately 27,150 students of the 271,105 students enrolled in Broward County Public Schools-- approximately ten percent of the students of BCPS.

A. **Target populations:** for the Broward Education Foundation's Innovative Teacher Grants Program include Hallandale Beach teachers benefitting public school students attending schools in Hallandale Beach.

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

Service Name and Description	# of Participants to Be Served
Disseminator Grants – GRANTEE shall award grants up to \$1,000 and are available to educators whose project resulted in successful teaching strategies that want to share their ideas or projects with other educators.	500
Adapter Grants – GRANTEE shall award grants up to \$400 and are available to educators to purchase materials to customize one (1) of the featured ideas in the Broward Education Foundation Idea Catalog to fit their individual classroom needs.	500

C. **Service Locations:**

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

Site	Street Address	City	Zip Code
Gulfstream Academy K - 8	1000 SW 3 rd Street	Hallandale Beach	33009
Hallandale Beach High School	720 NW 9 th Avenue	Hallandale Beach	33009

D. **Dates/Days/Hours of Operation:** The GRANTEE shall advertise, receive applications, review applications and make grant awards during the period October 1, 2017 through September 30, 2018.

Days/Hours/Weeks
Grantees will implement programming in the classroom during the school year.

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. Staffing Chart

Staff positions and duties shall be as follows:

# of staff	Position	Primary Duties	% of time devoted to the program
1	Program Director	Provides program oversight and is responsible for coordination of program services, development of policy and procedures and implementation of grants awards program.	90% In-kind
30	Consultants	Idea Expo Motivational Speakers/Presenters	In-Kind One day

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 **\$10,000.00** 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

Work Task	Start-up Date	Completion Date
Release of Request for Applications	August 2017	November 2017
Community-wide grant judging process	December 2017	December 2017
Awards reception/ceremony for all teacher grant winners	April 2017	April 2017
Implementation of Grant	School Year Beginning 2018/19	

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.

Performance Measures Innovative Teacher Grants October 1, 2017 - September 30, 2018			
How Much Did We Do?			
Performance Measure	Goal per Contract	Evaluation Tool	Administration Schedule
# of Teacher Scholarships for Disseminator Grants	\$5,000	Project name /Scholarship Amount	Analyzed on a Semi-Annual Schedule
# of Teacher Scholarships for Adapter Grants	\$5,000	Project name /Scholarship Amount	Analyzed on a Semi-Annual Schedule
# of Hallandale Beach Students Served	1,000	Client Data Tracking Sheet	Analyzed on a Semi-Annual Schedule
% of funded allocation utilized	100%	Mid-Year and Final Report	Analyzed on a Semi-Annual Schedule
How Well Did We Do It?			

	Program Services Site Visit Observations and Programmatic Monitoring	On Track/Meets Expectations	Site Visit and Monitoring Report	Analyzed on a Quarterly Schedule
	Is Anyone Better Off?			
	% of teachers who reported that the grant helped achieve their professional learning objective	95%	Teacher Survey Measurement Tool	Analyzed on an Annual Schedule
	% of teachers who reported that grant activities helped to improve their teaching proficiency	85%	Teacher Survey Measurement Tool	Analyzed on an Annual Schedule

EXHIBIT B
BUDGET

PROPOSED PROJECT BUDGET			
Expense Item	Grant Requested	Other/In-Kind Funding	Justification
Personnel		\$5,500	Program Director Salary
Consultants		\$2,000	Idea Expo Motivational speakers/presenters
Supplies	\$10,000	\$1,000	Classroom supplies for teachers: Adapter Grants up to \$400; Disseminator Grants up to \$1,000
Other/specify		\$1,500	Idea Catalog, event programs, posters, certifications, USB Swivel Drive
TOTAL Requests	\$10,000	\$10,000	\$20,000
ADMINISTRATIVE COST The intent of funding is to provide direct services to residents; therefore, Administrative cost should be kept to a minimum. Please provide the amount or percentage of Administrative cost for this budget: \$ <u>0%</u>			

**Exhibit C
FY 2017-2018**

ADVANCE PAYMENT REQUEST

Organization:
Project Name:

a. Grant Amount	\$	
b. Funds Received to Date	\$	
c. Available Grant Amount (a minus b)	\$	
d. Amount Requested	\$	
e. Balance of Funds available for this Agreement Amount requested (c minus d)	\$	
Justification for Requested Amount. NOTE: Must be in compliance with program budget line items (e.g., method of calculation for salaries, consultants, supplies, etc.):		
Signature:		
Print Name:	Date	

FOR CITY USE ONLY	
Staff Review and Date	
PAYMENT APPROVAL SIGNATURE	DATE

EXHIBIT D**FY 2017-2018****MID YEAR REPORT****Date Report Due: April 10, 2018**

Project Name:			
Person Preparing the Report/ Job Title		Phone # () -	
Project Start-Up Date:	Project Completion Date:	Amended Completion Date, (if applicable):	
Project Description: (Add a brief description of what has happened with the program to date):			

Project Cost	(A)	(B)	(C)	(D)	(E)
	Budget Allocation	Funds Expended this Month	Funds Expended to Date	Funds Remaining	Percentage of Funds utilized to date (C/A=E)
PERSONNEL					
CONSULTANTS/ CONTRACTORS					
EQUIPMENT (OVER \$5,000)					
MATERIALS/ SUPPLIES					
MISC/OTHER					
INDIRECT/ ADMINISTRATION					
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

Performance Measures:	Number:
# of Teacher Scholarships for Disseminator Grants	
# of Teacher Scholarships for Adapter Grants	
# of Hallandale Beach Students Served	

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 2017-2018

FINAL REPORT

Date Report Due: October 10, 2018

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:

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.
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- 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**

Program Name:		Organization:				
	(A)	(B)	(C)	(D)	(E)	(F)
	Budget Allocation	Other Program Funds	Other Grant Funds	In-Kind Funding	Total Program Budget	Budget Computation and Justification
PERSONNEL						
CONSULTANTS/ CONTRACTORS						
EQUIPMENT (OVER \$5,000)						
MATERIALS/ SUPPLIES						
MISC/OTHER						
INDIRECT/ ADMINISTRATION						
Total	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**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 8th Avenue
Hallandale Beach, FL 33009