

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 Alliance for Musical Arts Production, 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 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 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:

Jo Ann Harris
Alliance for Musical Arts Productions, Inc.
5020 NW 197 Street
Miami Gardens, FL 33055

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.

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 20th, day of September 2017, and Alliance for Musical Arts Productins, 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____.

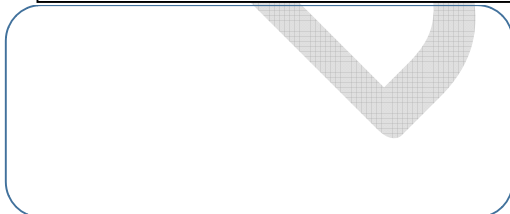
Provide notary attestation for Grantee's signature below:

**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:

(



Notary Public – State of Florida

(Name of Notary Typed, Printed, or Stamped)

EXHIBIT A

WORK PLAN/SCOPE OF WORK

Agency Name: Alliance for Musical Arts Production, Inc.

Program Name: Youth Drum Line and Musical Arts and Theater Program

I. Program Intent

The mission of Alliance for Musical Arts Production, Inc. (AFMA) is to introduce musical and theatrical arts to children, youth and families who typically do not have access to the arts due to their residing in inner-city neighborhoods that bear a disproportionate share of the ecology of economic disadvantage.

This year-round percussion drum program offers participants the opportunity to develop musical arts and applied percussion skills, while encouraging self-expression and high-level (right-brain/left-brain) thinking, in a non-threatening, safe, adult supervised and secure environment.

AFMA programming is an empowering and hands-on experience offering children and youth the change to develop musical and performing arts skills that can lead to a more productive middle and senior high school experience. All classes and workshops are designed to augment the skills and knowledge needed to present live musical productions and performance by aspiring artists and musicians, as well as hone the skills needed to secure musical and arts scholarships at the postsecondary level.

The intent of the Youth Drum Line (YDL) is to promote the intellectual, physical and emotional needs of youth residing in City of Hallandale Beach (COHB) through non-sports activities. YDL is open to children who do not have access to quality music programs in their neighborhoods and schools. The primary services are to provide a quality musical and theatre arts programming for children through field trips, performance opportunities and musical skills.

Musical arts and theater programming provides an empowering hands-on experience for participants and families, offering the chance to develop musical and performance arts skills that can lead to more productive middle school and high school experiences. All classes and workshops are designed to encourage aspiring musicians and artists with the skills and knowledge needed to present live musical productions and performances as well as developing skills to secure a music scholarship at the university level.

YDL will be delivered over a 10-week period, with instruction in music theory, sight-reading and applied percussion skills, as well as performance opportunities fostered through collaborative partnerships. Sessions are taught in 2.5 hour increments, twice weekly. Throughout the program, participants' progress will chart and measure benchmarks and skill levels through demonstration, quizzes and monthly assessments. YDL includes four, six-hour fieldtrips/participation in community events and festivals, designed as culturally enriching activities that promote opportunities for students to showcase their musical and artistic talent.

A. Target populations: Youth Drum Line, Musical Arts and Theater Program will serve 45 City of Hallandale Beach children ages 12 to 18 years old (up to age 23 for youth with disabilities) residing in Hallandale Beach, Florida. Focus will be placed on serving youth at-risk of delinquent behavior, residing in low to extremely low-income households, children raised by grandparents or single parents, and youth in foster care. Additionally, a minimum of 500 City of Hallandale Beach residents will participate in performances of program participants, including family members and the general public.

B. Method of Service Delivery (Mandatory Components)

Service Name and Description	# of Participants to Be Served
Applied Music Theory – GRANTEE shall offer 30-minute classes in musical note value and recognition, time signatures, key signatures, percussive signatures.	45
Musical Sight Reading – GRANTEE shall offer 30-minute classes in reading 24 basic percussion rudiments, percussion sight reading for snare, tenor, bass drums, cymbals, and percussion musical abbreviations.	45
Musical Composition – GRANTEE shall offer 15-minute classes in recognition of percussion abbreviations, percussion cadence writing and drum cadence composition.	45
Percussion Skills – GRANTEE shall offer 45-minute sessions in applied rudiment and percussion skill development.	45
Field Trips and/or Performance Opportunities – GRANTEE shall offer four (4) community events and/or festivals.	45

C. Service Locations:

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

Site	Street Address	City	Zip Code
Hallandale Senior High	720 NW 9 th Ave	Hallandale Beach	33009

D. Dates/Days/Hours of Operation: The GRANTEE shall operate the program from October 1, 2017, through September 30, 2018. Daily hours of operation shall be as follows:

Dates	Time Start	Time End
Afterschool/alternative YDL program: 2 days/wk., 2.5 hrs./session	3:00 pm	5:00 pm
Two (2)- 6-hour fieldtrips to events, festivals, culturally enriching concerts To Be Scheduled based on Broward County School calendar		

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
2	Instructors	Instruct participants in music theory and sight-reading skill techniques and applied percussion skill development. Assist with class opening/closing procedures, equipment inventory, student attendance, testing and surveys. Attend all field trips and performances
1	Project supervisor /instructor	Collect test data, (surveys, pre-posttest, attendance and records for reports. Report directly to Director.
1	Program Director	Compiles/analyzes programmatic data/monthly reports, fiscal oversight.

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

Service Name/Work Task	Start-Up Date	Completion Date
Execution of contract, confirm insurance/site availability, background screenings, transport musical instruments to site, student recruitment	10/1/2017	11/2/2017
Staff orientation and training (i.e., lesson plans and survey procedures)	10/24/2017	11/1/17
9-Month YDL program	11/1/2017	6/1/2018
Submit monthly reports, program evaluation, monitor program site	11/6/2017	6/1/2018
Schedule four field trips/community performances	11/1/2017	6/1/2018
Prepare and submit all required close-out documents to COHB	1/29/2018	6/20/2018

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 Youth Drum Line and Musical Arts and Theater Program October 1, 2017 – September 30, 2018			
How Much Did We Do?			
Performance Measure	Goal per Contract	Evaluation Tool	Administration Schedule
# of Hallandale Beach Students Served	48 Students & Volunteers (COHB residents)	Client Data Tracking Sheet	Analyzed on a Semi-Annual Schedule
% of funded allocation utilized	95%	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 students will increase their knowledge and skills in reading and writing.	95%	Youth Survey Measurement Tool Provide copy	Analyzed on a Semi-Annual Schedule
% of students who matriculate to the next grade level	80%	Report Cards	Analyzed on a Semi-Annual Schedule
% of students satisfied with the services provided	80%	Youth Survey Measurement Tool Provide copy of Survey	Analyzed on a Semi-Annual Schedule

EXHIBIT B
BUDGET

PROPOSED PROJECT BUDGET			
ITEM	GRANT REQUEST	OTHER FUNDS/INKIND	JUSTIFICATION
Personnel	\$6,270	\$5,000	Instructor #1 Music Theory: Responsible for Youth Drum Line (YDL) classroom-based instruction (e.g., percussion skill and rudiments), assesses quizzes/mid-post-tests results, and participates in fieldtrips. Compensation: \$19 per hour x 3 hours per session = \$57 per session x 2 sessions per week = \$114 per week; \$114 x 38 weeks = \$4,332
Fringe (FICA/MICA, worker's comp., Unemployment)	\$1,017	\$2,000	
Supplies/ Program Expenses	\$2,000	\$1,000	
Other- payroll quarterly reports, background screening, etc.	\$713	\$2,000	
TOTAL	\$10,000	\$10,000	

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: \$ 6.5%

**Exhibit C
FY 2017-2018**

ADVANCE PAYMENT REQUEST

Organization: Alliance for Musical Arts Production, Inc.
Project Name: Youth Drum Line and Musical Arts and Theater Program

a. Grant Amount	\$	\$10,000
b. Funds Received to Date	\$	\$0.00
c. Available Grant Amount (a minus b)	\$	\$10,000
d. Amount Requested	\$	\$10,000
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.):		

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:
# students served during this period:	
# students who demonstrated an increased knowledge of music theory	
# students who demonstrated improvement in applied drumming skills	
# students who demonstrated improvement in percussion drill (marching)	

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 30, 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.

- 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	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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