

**PERFORMANCE AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

**THE HALLANDALE CHAMBER OF COMMERCE, INC.**

This is a Performance Agreement (the "Agreement"), made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

THE HALLANDALE CHAMBER OF COMMERCE, INC, a Florida not for profit corporation, hereinafter referred to as "GRANTEE."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and GRANTEE agree as follows:

#### **ARTICLE 1**

##### **TERM**

- 1.1 The term of this Agreement shall begin on **October 1, 2023** and shall end on **September 30, 2028**.
- 1.2 GRANTEE understands and acknowledges that the funding will only be for the Term stated herein and that this Agreement may be terminated during the term as indicated herein.

#### **ARTICLE 2**

##### **PERFORMANCE MEASURES**

- 2.1 The CITY hereby grants to GRANTEE an amount not to exceed \$25,000 annually in consideration of and on condition that the GRANTEE completes the following performance measures during the Term:
  - 2.1.1 Business Ambassador, Marketing and Promotions - \$12,000
  - 2.1.2 Quarterly Good Morning Hallandale Beach Townhall Meeting - \$3,000
  - 2.1.3 State of the City - \$7,000
  - 2.1.4 #HBJOBS / #HBJOBSNOW – Talent Lives Here - \$3,000

GRANTEE shall be paid the designated amount shown above for successful completion of each performance measure in accordance with Article 3, Article 4, and Exhibit A to this Agreement.

**ARTICLE 3**  
**REPORTING REQUIREMENT**

- 3.1 GRANTEE shall provide to the CITY proof of completion of each performance measure listed in Exhibit A. Proof shall be submitted electronically to the CITY via email, and must be approved by the CITY for satisfactory completion. Upon receiving approval from the CITY, GRANTEE may submit an invoice for the performance measure completed in the amount designated for said performance measure listed in Exhibit A.

**ARTICLE 4**  
**COMPENSATION**

- 4.1 CITY agrees to pay GRANTEE, in the manner specified in Section 4.2, and amount not to exceed twenty-five thousand Dollars (\$25,000) annually for performance measures actually performed and completed pursuant to this Agreement. It is acknowledged and agreed by GRANTEE that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate GRANTEE for its performance related to this Agreement.

No amount shall be paid to GRANTEE to reimburse its expenses. **The contract will not exceed the expenditure of \$25,000 during each contract year.**

**4.2 METHOD OF BILLING AND PAYMENT**

4.2.1 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.

- 4.3 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 or defective performance 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.

- 4.4 Payment shall be made to GRANTEE at:  
Hallandale Chamber of Commerce  
400 S. Federal Highway  
Hallandale Beach, FL 33009

## **ARTICLE 5**

### **TERMINATION**

- 5.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 5.2 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.
- 5.3 In the event this Agreement is terminated for convenience, GRANTEE shall be paid for any performance measures properly performed under the Agreement through the termination date specified in the written notice of termination. GRANTEE acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by GRANTEE, for CITY's right to terminate this Agreement for convenience, and that GRANTEE shall not be entitled to any consequential damages or loss of profits.

## **ARTICLE 6**

### **MISCELLANEOUS**

#### **6.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, GRANTEE grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by GRANTEE, whether finished or unfinished, shall become the property of CITY and shall be delivered by GRANTEE to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to

GRANTEE shall be withheld until all documents are received as provided herein. Nothing herein shall create exclusive ownership of the above described materials by the CITY. GRANTEE shall retain full rights to use all materials in its normal course of business.

## **6.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of GRANTEE related to this Agreement. GRANTEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of GRANTEE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, GRANTEE, as applicable, shall make same available at no cost to CITY in written form.

GRANTEE shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to GRANTEE's records, GRANTEE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

If the GRANTEE has questions regarding the application of Chapter 119, Florida Statutes, to the GRANTEE'S duty to provide public records relating to the Agreement, contact the custodian of public records at [City\\_Clerk\\_Office@hallandalebeachfl.gov](mailto:City_Clerk_Office@hallandalebeachfl.gov); City of Hallandale Beach, City Hall, 400 South Federal Highway, Hallandale Beach, FL 33009, 954-457-1340.

## **6.3 PUBLIC ENTITY CRIME ACT**

GRANTEE represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a GRANTEE, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a GRANTEE, supplier, subcontractor, or GRANTEE under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36

months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, GRANTEE further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether GRANTEE has been placed on the convicted vendor list.

#### **6.4 NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**

Dr. Jeremy Earle, City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**

Noemy Sandoval, Asst. City Manager  
400 South Federal Highway Hallandale  
Beach, FL 33009

**And:**

Procurement Department  
400 South Federal Highway  
Hallandale Beach, FL 33009

**And:**

City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**GRANTEE:**

Executive Director  
Hallandale Beach Chamber of Commerce  
400 S. Federal Highway  
Hallandale Beach, FL 33009

## **6.5 ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by GRANTEE of this Agreement or any right or interest herein without CITY's written consent.

## **6.6 CONFLICTS**

Neither GRANTEE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with GRANTEE's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

## **6.7 MATERIALITY AND WAIVER OF BREACH**

CITY and GRANTEE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

## **6.8 COMPLIANCE WITH LAWS**

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.

## **6.9 SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or GRANTEE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### **6.10 JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### **6.11 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 6 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 shall prevail and be given effect.

#### **6.12 JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, GRANTEE AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

#### **6.13 AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and GRANTEE or others delegated authority to or otherwise authorized to execute same on their behalf.



#### **6.14 PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **6.15 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.

#### **6.16 MULTIPLE ORIGINALS**

This agreement may be executed electronically and in counterpart with each copy containing all signatures having the force and effect of an original document.

### **ARTICLE 7** **INSURANCE**

**7.1** Contractor 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 coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

**7.1.1 Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**7.2 Additional Insured** Contractor **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 Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors-Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**7.3 Waiver of Subrogation** Contractor 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 Contractor to enter into a pre-loss agreement to waive subrogation without

an endorsement, then Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

**7.4 Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**7.5 Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**7.6 Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

[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 signing by and through its City Manager, duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
CITY MANAGER

Date: \_\_\_\_\_

Approved as to legal sufficiency and form by

\_\_\_\_\_  
CITY ATTORNEY

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. THE HALLANDALE CHAMBER OF COMMERCE, INC., signing by and through its representative, duly authorized to execute same.

**GRANTEE MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.** If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

**GRANTEE**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_\_  
PRINT NAME AND TITLE  
\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) OR (NOTARIZE BELOW)

**OR (ONLY If not incorporated sign below).**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TYPE NAME & SIGNED ABOVE)

**NOTARY SEAL**

The foregoing instrument was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

—

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_OR Online Notarization \_\_\_\_\_

Type of Identification Produced:

# EXHIBIT A

## **2.1.1 Business Ambassador, Marketing and Promotions - \$12,000**

The Hallandale Beach Chamber will serve as an ambassador between the business community and the City of Hallandale Beach. Recognizing the value in unified messaging, the Hallandale Beach Chamber of Commerce and the City of Hallandale Beach will work collaboratively to keep the business community informed with key updates and resources.

**Performance Measures:** The chamber shall perform the following:

- The chamber office will serve as a visitor center for local business and residence.
- The chamber will maintain an active website, update content regarding upcoming networking opportunities for business owners and the community at large.
- The chamber will publicize, upon request, city-sponsored activities and functions and distribute information regarding such activities at chamber business networking functions.
- The chamber will assist with coordinating ribbon cutting ceremonies for local business.
- The chamber will welcome all new businesses listed in weekly BTR.
- Upon request the chamber will attend meetings with the CRA & City of Hallandale Beach staff with Chamber and Non-Chamber businesses to promote economic development throughout the city.
- The chamber will promote Hallandale Beach as a destination of choice through various social media campaigns and activations (i.e. #ShopSmall, #HBOpen4Business, Hallandale Beach Restaurant Bingo)
- Distribution of chamber's weekly e-newsletter will include City and CRA information/activities and events.
- Distribute information/collateral regarding city-sponsored events and activities at chamber functions.
- Include city logo on marketing materials/collateral for and at chamber events.

## **2.1.2 Quarterly Good Morning Hallandale Beach Townhall Meeting - \$3,000**

Our quarterly "Good Morning Hallandale Beach" virtual townhall is designed to enhance the overall business environment in the community by understanding, and reporting on key issues which may impact the viability of the business community.

**Performance Measures:** The chamber will perform the following:

- The chamber will organize four (4) Good Morning Hallandale Beach Business Townhall Meetings.
- The chamber will schedule local community leaders to provide key updates that impact the business community. The virtual event will be co-sponsored by the City of Hallandale Beach and FREE to all local businesses and residents.
- The chamber will create digital marketing content for website, social media marketing, and e-news distributions.

**Required Reporting -**

- Event Summary: Date, Time, Location & Topic
- All reporting requirements must be fulfilled in order to submit invoice for payment.
- Invoices will be submitted 30 days of completion of performance measure, each invoice amounting in a third (1/3) of the total for this measure.

**2.1.3 State of the City - \$7,000**

**Performance Measures:** The chamber shall perform the following:

- The chamber will organize one (1) State of the City Address.
- The chamber will create digital marketing content for website, social media marketing, and e-news distributions.
- The City is acknowledged as a supporting sponsor.

**Required Reporting -**

- Event Summary: Date, Time, Location & Topic
- One invoice shall be submitted for this measure. Invoice must be submitted within
- 30 days of completion of performance measure.

**2.1.4 #HBJOBS / #HBJOBSNOW – Talent Lives Here - \$3,000****#HBJOBSNOW: Talent Lives Here**

As the catalyst for business and community growth, the Chamber and its partners will use this initiative in efforts to connect the business community to individuals looking for employment in Hallandale Beach. The Jobs Now initiative will focus on being a hub to promote open positions at companies who are hiring in Hallandale Beach, sharing resources and training for businesses and individuals as well as highlighting local companies providing innovative ways to retain and create jobs. This will be an ongoing effort throughout the year.

**Action Items for the Chamber of Commerce (HBCC):**

- Create promotions to tell businesses to use #HBJobs and tag the City of Hallandale Beach and the Chamber of Commerce.
  - Design four (4) different “Evergreen” digital ads to include the website and the email in the ad for job postings.
  - Chambers provide the promo and copy to City PIO for inclusion on City newsletter.
- Chamber to encourage companies to send job openings to the Chamber via email, [info@hallandalebeachchamber.org](mailto:info@hallandalebeachchamber.org), to include in the Chambers newsletter, social media and website.
- HBCC & COHB social media support staff would then reshare the job to the community via social media.
- Highlight Job Postings on the HBCC Website: <https://public.hallandalebeachchamber.org/jobs/?clearcache=1>