

**GRANT FUNDING AGREEMENT BETWEEN THE CITY OF HOLLYWOOD
AND BROWARD EDUCATION FOUNDATION, INC., FOR FACILITATING
THE CITY'S ACHIEVING IN EDUCATION GRANT PROGRAM**

THIS GRANT FUNDING AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Broward Education Foundation, Inc., a Florida non-profit corporation authorized to do business in the State of Florida ("Foundation") (collectively, "Parties").

RECITALS:

WHEREAS, the City through its Fiscal Year 2023 Budget, has allocated funding to support its Achieving Excellence in Education Grant Program ("Program"); and

WHEREAS, the Program was developed to assist in funding enrichment programs, projects, and events which enhance knowledge, creativity, and the educational development of numerous Hollywood students; and

WHEREAS, the Foundation has been administering the Program continuously since 2014 pursuant to an agreement between the City and the Foundation; and

WHEREAS, the Office of the City Manager in conjunction with the City's Development Services Department's Community Development division, are responsible for administering the Agreement; and

WHEREAS, City staff has found the Foundation's administration of the Program is acceptable and continues to align with the City's goals and objectives; and

WHEREAS, City staff has determined that it is in the best interest of the City to enter into this Agreement with the Foundation for administration of the Program in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

ARTICLE 1 - DUTIES

1. **DUTIES OF FOUNDATION:** The Foundation shall be responsible for facilitating and implementing the City's Achieving in Excellence Education Program as follows:
 - a. The Foundation shall distribute the funding based upon the City's Program criteria as more specifically set forth in the attached Exhibit "A," incorporated in this Agreement by reference. The City's grant program

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criteria shall be included in the Foundation's grant proposal application. The Foundation shall notify both the City and the City's Education Advisory Committee of any meetings relating to the grant process or evaluation of grant recipients in order for representatives to attend such meetings. Further, the Foundation shall evaluate and make recommendations for grant awards to the City's Education Advisory Committee.

- b. The Foundation shall include in any printed materials, media, and marketing outreach regarding the Program that funding is being provided by the City of Hollywood.
- c. The Foundation shall prepare annual reports for each grant program funded under this Agreement, and the reports shall be submitted to the City by September 30th of each year. The annual report shall include documentation relating to the completion of each grant recipient program as described in the grant recipient's proposal. The Foundation shall provide the City with a narrative report on the City's Program, including information on the Foundation's implementation of the Program, evaluation of the Program's success and performance and methodologies used to gauge achievements, and a statement of the grant funds awarded through the Program.
- d. The Foundation consents to the following audit requirements:
 - 1) The City may formally audit the Foundation's use and disbursement of funding no more than once per fiscal year.
 - 2) Throughout the year, the City may request documents related to the use and disbursement of the funding provided by the City, including financial records, supporting documents, statistical records, and any other documents pertaining to this Agreement, which Foundation agrees to make available to City for review.
 - 3) Preserve all financial records, supporting documents, statistical records, and any other documents pertaining to this Agreement for a period of at least three years from the date they were created. If an audit has been initiated and audit findings have not been resolved at the end of the three years, the records shall be retained until resolution of such audit. Audit resolution is determined at the sole decision of the City, but resolution shall not be unreasonably withheld.
- e. The Foundation agrees and acknowledges that the City's grant funds are not supplemental to the Foundation's own grant program funding and the

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City's program shall not replace the Foundation's own grant program. Foundation shall not reduce its current level of grant funding to Hollywood schools, or those serving Hollywood students, by reason of the grant funding provided by the City. The Foundation's grant program provides innovative teacher grants, teacher development programming, teacher leadership initiatives, and teacher recognition opportunities. Matching funds received through the State of Florida's *School District Education Foundation Matching Grants Program*, may be used for the aforementioned grant program provisions, at the discretion of the Foundation.

- f. Foundation agrees that any funds provided by the City for the operation of the Program which are residual funds remaining unspent, not dedicated to a scheduled program or use under this Agreement or unencumbered by any existing (not contingent) legal obligation, shall be returned to the City in the form of a negotiable instrument no later than 12 days from the notice of demand for these funds by the City.

2. DUTIES OF THE CITY:

- a. The City shall provide funding to the Foundation in the amount of \$20,000.00 for each grant cycle, to be allocated and distributed for the purposes of the City's program in the first quarter of each fiscal year for the duration of the Agreement term.
- b. The City will be the liaison between the Foundation and the City's Education Advisory Committee.
- c. The City agrees and acknowledges that these services shall be subject to an annual five percent administration/financial services fee beginning October 1, 2022.

ARTICLE 2- TERM AND TERMINATION

1. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall expire September 30, 2025, unless otherwise terminated as provided in this Agreement.
2. This Agreement may be terminated with or without cause by either party giving 30 days' prior written notice of such termination to the other party.
3. This Agreement is contingent upon an annual appropriation of grant funding by the City Commission. In the event that an annual appropriation of funds is not

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appropriated by the City Commission, no City funds shall be forthcoming in that fiscal year, and this Agreement shall terminate upon the City providing the Foundation with 30 days' written notice.

4. This agreement may be renewed for two additional one-year terms by mutual agreement of the Parties.

ARTICLE 3- MISCELLANEOUS

1. This Agreement may not be assigned by the Foundation.
2. The Foundation may not enter into subcontracts or subgrants under the provisions of this Agreement without the City's prior written approval. The Foundation shall provide the City with a copy of all subcontracts or subgrants prior to receiving written approval from the City.
3. The Foundation shall comply with Chapter 119, Florida Statutes, including but not limited to Section 119.0701, and shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes and regulations.
4. Public Records. To the extent Foundation is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Foundation shall:
 - a. Keep and maintain public records required by City to perform under this Agreement;
 - b. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and
 - d. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Foundation or keep and maintain public records required by City to perform the services. If Foundation keeps and maintains the public records, Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

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IF FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF HOLLYWOOD CITY CLERK (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, ROOM 221, HOLLYWOOD, FLORIDA 33021.

5. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.
6. Notices. In order for a notice to a party to be effective under this Agreement, notice may be sent via U.S. first-class mail or email, to the addresses listed below and shall be effective upon mailing or electronic delivery. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:

City of Hollywood
Attn: Grants Administrator
2600 Hollywood Boulevard
PO Box 229045
Hollywood, FL 33022
Email address: citymanager@hollywoodfl.org

FOR FOUNDATION:

Email address: _____

7. Foundation is an independent contractor of the City, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services under this Agreement, neither Foundation nor its agents shall act as officers, employees, or agents of the City.

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Foundation shall not have the right to bind the City to any obligation not expressly undertaken by the City under this Agreement.

8. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Parties.
9. This Agreement represents the final and complete understanding of the Parties regarding the subject matter 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.
10. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below their respective signatures.

CITY OF HOLLYWOOD, a municipal Corporation of the State of Florida

ATTEST:

Patricia A. Cerny, MMC
City Clerk

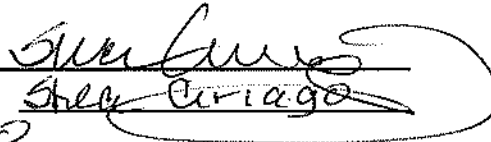
Josh Levy, Mayor
Date: _____

Approved As To Form:

Douglas R. Gonzales
City Attorney

David Keller
Director of Financial Services

BROWARD EDUCATION FOUNDATION, INC.

Signature: 
Print Name: Shea Ariago
Title: CEO
Date: 3/2/2023

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EXHIBIT "A"

Eligibility

- Teachers, instructional staff, student support and administrators in K-12 Public, Charter, and Technical Schools located in Hollywood or serving a majority of Hollywood students.
- Funding is limited to a maximum of one project/event per proposer and three projects/programs/events per eligible school.
- Funding is limited to expenses that are directly related to the approved program/project/event.

Eligible Expenses

- Supplies and equipment.
- Technology, Software, and E-Learning.
- Curriculum enhancements.
- Field trips, as an integral component of an approved program.

Ineligible Expenses

- Salaries or Honoraria.
- Endowments or capital campaigns.
- Construction or building costs.
- Attendance at professional conference/seminars/workshops.
- Projects that require religious participation as a condition of receiving services.
- Political causes, candidates, organizations or campaigns.
- Organizations that discriminate on the basis of age, color, citizenship, disability, gender, race, religion, national origin, marital status, sexual orientation, military service or status.
- Food/beverage items.

Project/program/event align with at least one of the Focus Areas

1. Art, Music, & Theater
2. Character Education
3. Civics Education
4. Health & Wellness
5. Diversity & Cultural Outreach
6. Career Planning & Vocational Training
7. Environment
8. Parental Involvement
9. Enhanced Curriculum
10. STEM
11. STEAM

At a minimum, proposals shall contain the following information

- Description of the program/project/event.
- How does the program/project/event align with the Focus Areas?
- The objective(s), outcome(s), and benefit(s) of the program/project/event.
- How will the success of the proposed program/project/event be measured?
- The proposed budget.
- Can the program/project/event be replicated?
- Community collaborations and partners (if applicable).