

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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").

### WITNESSETH:

WHEREAS, the City through its Fiscal Year 2021 Budget, has allocated funding to support its Achieving Excellence in Education Grant Program (the "Program"); and

WHEREAS, the program was developed to assist in funding enrichment programs, projects, and events which enhance knowledge, creativity and the 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 Department of Development Services, Community Development Division, is responsible to administer the Agreement; and

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

WHEREAS, 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 do hereby agree as follows:

### 1. DUTIES OF FOUNDATION

The foundation shall be responsible for facilitating and implementing the City's Achieving in Excellence Education Program as follows:

- a. Upon receipt and acceptance of the City's annual funding, the Foundation shall distribute the funding based upon the City's Program criteria as more specifically set forth in the attached Exhibit "A". The City's grant program criteria shall be included in the Foundation's grant proposal application. The Foundation shall notify both the City and its 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 rely on input from the City's Education Advisory Committee when evaluating such grant proposals.

- b. 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.
- c. The Foundation shall comply with Chapter 119, Florida Statutes, including but not limited to Section 110.0701, and shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes and regulations.
- d. The Foundation shall include in any printed materials, media and marketing outreach to the City's grant program with the Foundation that funding is being provided by the City of Hollywood.
- e. 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 30<sup>th</sup> of each year. The annual report shall include documentation relating to the completion of the Recipient's program as described in the Recipient's proposal. The Foundation shall provide the Department of Development Services, Community Development Division with a narrative report on the City's program. Such reports shall include information on the Foundation's implementation of the City's program, methods of evaluation the program's success and performance, and a statement of the grant funds awarded.
- f. The Foundation shall not consent to the following:
  - 1) Such audits (no more than one annually) of the Foundation's use and disbursement of the funding provided by the City hereunder; and
  - 2) Producing of all documents reasonably required by the Department of Financial Services with respect to the use and disbursement of the funding provided by the City; and
  - 3) Furnishing a report of receipts and expenditures of the City's grant funds in such forms as the City's Department of Financial Services shall reasonably prescribe. This report shall be due no later than September 30<sup>th</sup> of each year.

- 4) Preserve and make available all financial records, supporting documents, statistical records, and any other documents pertaining to this Agreement for a period of three years from the date they were created, or if an audit has been initiated and audit findings have not been resolved at the end of these three years, the records shall be retained until resolution of such audit.
- g. The Foundation agrees and acknowledges that the City's grant funds are not supplemental to the Foundation's own grant program funding and the City's program shall not replace the Foundation's own grant program. Foundation shall not reduce its current level of grant funding provided by it to Hollywood schools, or those serving Hollywood students by reason of the grant provided by the City hereunder. 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.
- h. 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 said 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, to be allocated and distributed for the purposes of the City's program for the Fiscal Year 2021.
- b. The City will be the liaison between the Foundation and the City's Education Advisory Committee.
- c. 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 available, then this Agreement shall be deemed terminated and the City will provide the Foundation with 30 days written notice.

- d. The City agrees and acknowledges that these services shall be subject to a four percent administration/financial services fee beginning October 1, 2020.

3. TERM:

This agreement shall become effective on the day of execution by the City and shall expire September 30, 2021, unless terminated sooner with or without cause by either party giving 30 days prior written notice of such termination to the other party.

4. This agreement may not be assigned by the Foundation.

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 and Legal Sufficiency for the use and reliance of The City of Hollywood, Florida only.

Approved by:

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

\_\_\_\_\_  
David Keller  
Director of Financial Services

AGREEMENT WITH BROWARD EDUCATION FOUNDATION FOR FACILITATING THE CITY'S ACHIEVING IN EDUCATION GRANT PROGRAM.

BROWARD EDUCATION FOUNDATION, INC.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## 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

### 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).