

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 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 2014 Budget, has allocated funding to support its Achieving Excellence in Education Grant 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 Department of Community and Economic Development along with the City's Education Advisory Committee have been facilitating and administering this program; and

WHEREAS, in reviewing various education funding mechanisms and programs, staff has found that the Foundation has a program which aligns with the goals and objectives of the City's existing program; and

WHEREAS, in order to further the City's initiative and enhance such education programs, staff has determined that it would be best if the City coordinated its efforts with the Foundation wherein the Foundation would administer the City's program in conjunction with its program;

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:

- 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 Exhibit "A" attached hereto and incorporated by reference. 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 solicit input from the City's Education Advisory Committee when evaluating such grant proposals.

- The Foundation may not enter into subcontracts or subgrants under the provisions of this Agreement without the City's written approval. The Foundation shall provide the City with a copy of all subcontracts or subgrants prior to receiving written approval from the City.
- The Foundation shall comply with Chapter 119, Florida Statutes, and shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes and regulations.
- The Foundation shall include in any printed materials, media and marketing outreach related to the City's grant program with the Foundation that funding is being provided by the City of Hollywood.
- The Foundation shall prepare annual reports for each grant program funded under this agreement. 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 Director of Community and Economic Development 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 evaluating the program's success and performance, and a statement of the grant funds awarded.
- The Foundation shall 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 hereunder; and
  - (3) Furnishing a report of receipts and expenditures of the City of Hollywood's grant funds in such form as the City's Department of Financial Services shall reasonably prescribe. This report shall be due no later than September 30, 2014.
  - (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 (3) 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 the these three (3) years, the records shall be retained until resolution of such audit.
- The Foundation hereby 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. Further, the Foundation shall identify and obtain funds to match the City's total annual funding level on a dollar-for-dollar basis

- 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 fifteen (15) days from the notice of demand for said funds by the City.

2. DUTIES OF 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 Fiscal Year 2014.
- 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 thirty (30) days written notice.

3. TERM. This agreement shall become effective on the day of execution by the City of Hollywood and shall expire on September 30, 2017, unless canceled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party. This agreement may be renewed for two (2) additional one (1) year terms by mutual acceptance of the parties.

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

\_\_\_\_\_  
Peter Bober, Mayor  
Date: \_\_\_\_\_

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

Approved as to form and legality  
for the use and reliance of the  
City of Hollywood, Florida, only.

Approved by:

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

\_\_\_\_\_  
Matt Lalla, Director of Financial  
Services

BROWARD EDUCATION FOUNDATION , INC.

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_