



## EXHIBIT A (3)

# COMMUNITY PARTNERSHIP MATCHING GRANT AGREEMENT Fiscal Year 2015 – 2016

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 1<sup>st</sup> day of October 2015, between the **City of Hallandale Beach**, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY/GRANTOR") and **Broward Regional Health Planning Council, Inc.** (hereinafter referred to as the "GRANTEE").

**WHEREAS**, The City of Hallandale Beach (City/Grantor) through the Annual Fiscal Year Budget has granted funds to support Community Partnership programs and services that will benefit the residents of Hallandale Beach; and

**WHEREAS**, the intent of this funding is to allocate resources to qualified 501(c)(3) organizations that support meaningful community programs, service learning opportunities and political subdivisions of the State of Florida whose primary core service is education; and

**WHEREAS**, Community Partnership Grant funds will be utilized as the local grant match required for the program.

**WHEREAS**, The intent of this funding is to allocate resources to qualified nonprofit organizations that support meaningful community programs and service learning opportunities and political subdivisions of the State of Florida whose primary core services is education.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows the parties hereby 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 \$6,221.00 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, 2014 or the date it is fully executed by both parties (whichever is later) and shall end no later than September 30, 2015.

### 2. Payment and Reporting

Grantee will be issued a one-time advance payment for the program. A Payment Request Form is required at which time funding will be disbursed. Grantees are required to submit a Mid-Year Report, which is due April 10, 2016, and Final Report, due October 30, 2016. If GRANTEE's program is completed prior to the full fiscal year and all grant funds have been disbursed, a



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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 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 CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.



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**Exhibit A**

**Work Plan/Schedule of Tasks**

Work Task	Start-Up Date	Date of Completion
BRHPC uses the local match raised to draw down the dollars for child care slots during the fiscal year.	10/01/15	09/30/16
Child care providers are paid monthly for each eligible child enrolled in their program.	10/01/15	09/30/16
BRHPC determines eligibility for assistance, helps the family choose child care that meets the family's needs, and enrolls the child into child care, maintains a wait list of families waiting for child care.	10/01/15	09/30/16
Compile final report on amount of match dollars used and the number of child care days		11/10/16



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**Exhibit C**

**Program Description**

Broward Regional Health Planning Council, Inc. (BRHPC) has been awarded the contract with the Early Learning Coalition of Broward County (ELC) to administer the subsidized child care and Voluntary Pre-Kindergarten programs within the City of Hallandale Beach. The subsidized child care program assists low-income families with payments of their child care fees. By Florida Statute, a local match is required by the City to pay for part of the cost to licensed subsidized centers. The match funds administered by BRHPC are used to offset the full cost of care per day for eligible children. The full cost of child care per child is \$4,487 annually for an annual investment to the City of Hallandale of over \$1 million for 241 child care slots. The children are determined eligible according to state and federal guidelines.



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“person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

City of Hollywood

STATE OF FLORIDA

Sworn and subscribed before me this 1<sup>st</sup> day of October, 2015 by

Michael De Lucca who is Personally know to me ✓

Or who produced identification - \_\_\_\_\_  
(Type of Identification)

(Signature) Notary Public State of Florida

(Printed, typed or stamped commission name of notary public)

My commission expires

5-18-18

(SEAL)



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**EXHIBIT F**

**NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT FORM**

GRANTEE shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

GRANTEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

GRANTEE shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, GRANTEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

GRANTEE shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

GRANTEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

By signing below; the Grantee agrees to all of the above:

DATE: 10/1/15

\_\_\_\_\_  
AGENCY REPRESENTATIVE SIGNATURE



October 1, 2015

Human Services Department

**Beverly A. Sanders**  
Director

Mr. Mike De Lucca  
Broward Regional Health Planning Council Inc.  
200 Oakwood Lane Suite 100  
Hollywood, FL 33020

Re: Community Partnership Match Grant for Fiscal Year 2016

Dear Mr. De Lucca

Enclosed please find two (2) copies of the Community Partnership Match Grant Agreement for execution by your agency. After reviewing the document please sign all signature pages, and return the executed Agreement to the address listed below:

JOY COOPER  
Mayor

WILLIAM JULIAN  
Vice Mayor

KEITH LONDON  
Commissioner

MICHELE LAZAROW  
Commissioner

ANTHONY SANDERS  
Commissioner

City of Hallandale Beach  
Human Services Department  
Community Partnership Grant Program  
750 NW 8<sup>th</sup> Avenue  
Hallandale Beach, Florida 33009

Also included in the Agreement; Exhibit A - Work Plan/Scope of Work, Exhibit B - Budget, Exhibit C - Sworn Statement Pursuant to Section 287.133(3)(A), Exhibit D - Drug-Free Workplace Form, Exhibit E- Nondiscrimination, Equal Opportunity and Americans with Disabilities Form and Exhibit F - Advance Payment Request. Please be advised, your Agreement must be fully executed by both parties before any funds are released.

Please return no later than October 9, 2015.

If you need additional information please feel free to contact this office at (954) 457-1460.

Sincerely,

Beverly A. Sanders, Director  
Human Services Department

750 N.W. 8th Avenue  
Hallandale Beach, FL  
33009  
Ph (954) 457-1460  
Fax (954) 457-1305

cc: Jennifer Frastai, Assistant City Manager

Enclosures