



AGREEMENT SUMMARY

1. Other Contracting Party: CITY OF FORT LAUDERDALE AND PERFORMING ARTS CENTER AUTHORITY (PACA)

2. Proposed Action:

[X] New Contract [] Amendment, Number [] Renewal [] Extension

3. Document Type (select one):

Tri-Party Agreement

4. Purpose/Description:

Provides contributions to PACA for operating expenses at the Broward Center for the Performing Arts and in-kind legal services to PACA for Fiscal Year 2021.

5. Special Provisions (select if applicable):

[] Living Wage Program [] SBE Sheltered Market Program
[] Workforce Investment Pilot Program [] M/WBE Program
[] Federal DBE/ACDBE program [] In-Kind Match Required: \$ _____ or ____%
[] CBE Program [] Cash Match Required: \$ _____ or ____%

6.a. Effective Dates (for new agreements only):

Start : 10/01/2020
End: 09/30/2021

6.b. Effective Dates (amendments only):

[] No Change
[] End date has changed from _____ to _____.
[] Term has _____ from _____ to _____.

7. Contract Administrator:

Name: Phillip Dunlap, Director, Cultural Division
Phone: 954-357-7456

8. Contract Type:

[] Cost reimbursement [] Open-end
[X] Firm fixed price [] Time and materials
[] Performance-based [] Other _____

9.a. Contract Value (new contracts)

Table with 2 columns: Description, Amount. Rows: Actual/Estimated, Base amount (\$950,000), Reimbursables (0), Optional Services (0), Total contract value (\$950,000).

9.b. Contract Value (amendments only)

Table with 2 columns: Description, Amount. Rows: No change/Actual/Estimated, Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value.

10. Payment Method

[] Lump Sum Payment
[] Milestone or Progress-Based
[X] Scheduled or Time-Based
[] Other:

11. Payment Terms

Within 45 days after the later of commencement of the Term or complete execution of the Agreement by all Parties, County shall pay \$237,500 ("Quarterly Payment") to PACA as its first Quarterly Payment for the period October 1, 2020, through December 31, 2020. Thereafter, County shall pay PACA the Quarterly Payment 45 calendar days after the end of each remaining quarter ending March 31, June 30, and September 30, respectively. County's obligation to make the final payment shall, subject to Section 3.2, survive the expiration of the Term.

12. Cost Adjustment

[X] Not Applicable [] Fixed Percentage - ____% [] Actual Cost
[] CPI or other Index [] Fixed Amount - \$_____ [] Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

Not applicable

15. Termination and Cancellation Provisions

For Cause:

In the event of an alleged breach of any provision of this Agreement, a nonbreaching Party shall provide written notice of the breach to the alleged breaching Party with a copy to the other Party. If the breach is not cured within 30 days after written notice of the breach, this Agreement may be terminated for cause by the nonbreaching Party that provided notice of breach upon 10 days' prior written notice.

For Convenience:

This Agreement may also be terminated for convenience by County or City by providing at least 30 days' prior written notice to the other Parties. If County or City erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective 30 days after such notice of termination for cause is provided.

16. Deliverables, milestones or scope of this action:

PACA shall submit to County and City a calendar quarterly financial report consisting of a statement of net position, a statement of revenue and expenses, a working capital statement, a cash flow schedule and forecast, and a schedule of all operating expenditures that were made from any funds received and disbursed during the calendar quarter for which the report is prepared. Such quarterly reports shall be submitted within 45 days after the end of each calendar quarter. PACA shall also prepare and submit an annual financial report with the same details as the quarterly reports (except that the annual report will provide details for the entire fiscal year) to County and City within 120 days after the end of the Term. PACA's obligations under this section shall survive the expiration of the Term.

17. List terms, considerations or deviations from standard county form.

None