



AGREEMENT SUMMARY

1. Other Contracting Party:

CITY OF FORT LAUDERDALE (CITY) AND THE PERFORMING ARTS CENTER AUTHORITY (PACA)

2. Proposed Action:

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 (BCPA) and in-kind legal services to PACA for Fiscal Year 2020.

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 : 10/01/2019
End: 09/30/2020

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
 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
 Scheduled or Time-Based
 Other

11. Payment Terms

WITHIN FORTY-FIVE (45) DAYS AFTER THE LATER OF COMMENCEMENT OF THE TERM OR COMPLETE EXECUTION OF THE AGREEMENT BY ALL PARTIES, COUNTY SHALL PAY TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) ("QUARTERLY PAYMENT") TO PACA AS ITS FIRST QUARTERLY PAYMENT FOR THE PERIOD OCTOBER 1, 2019, THROUGH DECEMBER 31, 2019. THEREAFTER, COUNTY SHALL PAY PACA THE QUARTERLY PAYMENT WITHIN FORTY-FIVE (45) CALENDAR DAYS AFTER THE END OF EACH REMAINING QUARTER ENDING MARCH 31, JUNE 30, AND SEPTEMBER 30, RESPECTIVELY.

12. Cost Adjustment

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: IF THE BREACH IS NOT CURED WITHIN THIRTY (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 TEN (10) DAYS' PRIOR WRITTEN NOTICE.

For Convenience: THIS AGREEMENT MAY ALSO BE TERMINATED FOR CONVENIENCE BY COUNTY OR CITY BY PROVIDING AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTIES. IF COUNTY OR CITY ERRONEOUSLY, IMPROPERLY, OR UNJUSTIFIABLY TERMINATE FOR CAUSE, SUCH TERMINATION SHALL, TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BE DEEMED A TERMINATION FOR CONVENIENCE, WHICH SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER SUCH NOTICE OF TERMINATION FOR CAUSE IS PROVIDED.

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.

16. Deliverables, milestones or scope of this action:

SUCH QUARTERLY REPORTS SHALL BE SUBMITTED WITHIN FORTY-FIVE (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 ONE HUNDRED TWENTY (120) DAYS AFTER THE END OF THE TERM.

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

Not applicable