



AGREEMENT SUMMARY

NAME OF OTHER CONTRACTING PARTY
CITY OF FORT LAUDERDALE (CITY) AND THE PERFORMING ARTS CENTER AUTHORITY (PACA)

PROPOSED ACTION: [X] NEW ITEM, [ ] AMENDMENT, NUMBER, [ ] RENEWAL, [ ] EXTENSION
DOCUMENT TYPE: Other Tri-Party Grant Agreement

PURPOSE: 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 2019.

SPECIAL PROVISIONS (select if applicable): [ ] LIVING WAGE PROGRAM, [ ] M/WBE PROGRAM, [ ] SBE SHELTERED MARKET PROGRAM, [ ] REQUIRES IN-KIND MATCH: \$ OR %, [ ] FEDERAL DBE PROGRAM, [ ] REQUIRES CASH MATCH: \$ OR %, [ ] CDBE PROGRAM

EFFECTIVE DATES (new agreements only): START: 10/1/2018, END: 9/30/2019
EFFECTIVE DATES (amendments only): [ ] NO CHANGE, [ ] END DATE HAS CHANGED FROM TO, [ ] TERM HAS FROM TO

CONTRACT ADMINISTRATOR: NAME: Leslie Fordham, Acting Director, Cultural Division, PHONE: 954-357-7532
CONTRACT TYPE: [ ] COST REIMBURSEMENT, [ ] OPEN-END, [X] FIRM FIXED PRICE, [ ] TIME AND MATERIALS, [ ] PERFORMANCE BASED, [ ] OTHER

CONTRACT VALUE (new contracts): [X] ACTUAL, [ ] ESTIMATED, Base amount \$950,000.00, Reimbursables, Optional Services, Total contract value \$950,000.00
CONTRACT VALUE (amendments only): [ ] NO CHANGE, [ ] ACTUAL, [ ] ESTIMATED, Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value

PAYMENT METHOD: [ ] LUMP SUM PAYMENT, [ ] MILESTONE / PROGRESS BASED, [X] SCHEDULED OR TIME-BASED, [ ] OTHER
PAYMENT TERMS: First payment of \$237,500 is due within 30 days after the commencement of the term or after execution by all parties, whichever date is later. Thereafter, quarterly payment is due within 30 days after end of each remaining quarter ending March 31, June 30 and September 30, respectively.

COST ADJUSTMENT: [X] NOT APPLICABLE, [ ] FIXED PERCENTAGE %, [ ] ACTUAL COST, [ ] CPI OR OTHER INDEX, [ ] FIXED COST \$, [ ] OTHER

EQUITY PROGRAM PARTICIPATION SUMMARY: Total County established M/WBE, SBE, CDBE, or DBE participation goal for this action or project: N/A
Total contractor-committed M/WBE, SBE, CDBE, or DBE participation goal planned for this action or project: N/A
M/WBE, SBE, CDBE, or DBE participation to date: N/A

RENEWAL OR EXTENSION TERMS: PER ARTICLE 3, NO RENEWAL OR EXTENSION TERMS
TERMINATION AND CANCELLATION PROVISIONS: FOR CAUSE: PER ARTICLE 9.1, IN THE EVENT OF AN ALLEGED BREACH, THE NON-BREACHING 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 OF THE WRITTEN NOTICE OF THE BREACH, THE AGREEMENT MAY BE TERMINATED FOR CAUSE BY THE NON-BREACHING PARTY UPON TEN DAYS' PRIOR WRITTEN NOTICE. FOR CONVENIENCE: PER ARTICLE 9.2, COUNTY OR CITY MAY TERMINATE BY AT LEAST 30 DAYS' PRIOR WRITTEN NOTICE TO THE PARTIES.

DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION: N/A

LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM: None.