

GRANT AGREEMENT



Between the

COMMUNITY FOUNDATION OF BROWARD, INC.

910 East Las Olas Boulevard, Suite 200
Fort Lauderdale, FL 33301
954-761-9503

and

Grantee: **City of Pompano Beach**
Address: 100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Contact: Phyllis Korab, Laura Atria

TERMS AND CONDITIONS OF GRANT

The following terms and conditions must be met by the above-named Grantee ("Grantee") in order to receive the grant that has been awarded. If and when the Grantee fails to meet any of these terms and conditions, the Community Foundation of Broward ("Foundation") may withdraw its award and terminate the Grant Agreement ("Agreement") and shall thereupon have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may further require repayment of any grant funds which were not used in accordance with the terms of this Agreement.

I. General Terms

Name of Project: **Asphalt Art - The Crossroads Connection**
Grant Number: **20190544**
Grant Amount: **\$30,000**
Grant Period: **July 1, 2020 – June 30, 2021**
Payment Schedule: **Pending executed agreement due by April 28, 2020**

II. Grant Purpose

This project will infuse public art in neighborhoods to uniquely draw attention to the effects of debris going down stormwater drains. More than 500 residents will participate in environmental education through the arts and help design and paint 8 storm drains and 4 crosswalks with an eco-friendly theme, as outlined in the proposal.

Outcome: To embed the arts into the DNA of Broward in ways that ignite creativity and build community pride and identity. We ultimately want Broward to be recognized as the artistic melting pot of South Florida.

Measurements:

-  **Community/Neighborhood Transformation** (*infuse art forms to boost community pride, create a sense of place, activate the arts in for access and engagement by residents, incorporate artistic elements in community revitalization and community development*)
 - More than 500 residents will participate in arts activities that will result in 8 painted storm drains and 4 crosswalks.

III. Budget and Use of Funds

Funds must be used, by the Grantee, strictly in accordance with the terms of this Agreement, including the grant purpose set forth in paragraph I and II and the final budget on which the grant was based. Any changes must be submitted in writing to the Foundation and be approved by the Foundation.

IV. Reversion of Funds

All funds not expended for the purposes agreed to by the Grantee and the Foundation must be returned to the Foundation.

V. Records Maintenance and Review/ Reports

Grantee must maintain files and records on the project funded and allow Foundation staff reasonable access for the purpose of verifying procedures and operations and financial audits and investigations as deemed necessary concerning the grant. Records must be maintained that identify the purpose for which grant funds have been expended based on project budget submitted. The appropriate Grantee's personnel must be available for discussion on such matters. Maintenance of files and records should be for a period of at least three years after completion or termination of the project.

Grantee is a public agency subject to Chapter 119, Florida Statutes. The Foundation shall comply with Florida's Public Records Law, as amended. Specifically, the Foundation shall:

1. Keep and maintain public records required by Grantee in order to perform the service.
2. Upon request from the Grantee's custodian of public records, provide Grantee with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Foundation does not transfer the records to the Grantee.
4. Upon completion of the contract, transfer, at no cost to the Grantee, all public records in possession of the Foundation, or keep and maintain public records required by the Grantee to perform the service. If the Foundation transfers all public records to the City upon completion of the contract, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon completion of the contract, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantee, upon request from the Grantee's custodian of public records in a format that is compatible with the information technology systems of the Grantee.

Failure of the Foundation to provide the above described public records to the Grantee within a reasonable time may subject Foundation to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611**

RecordsCustodian@copbfl.com

The Grantee agrees to submit to the Foundation as follows:

| Requirement | Due Date |
|-----------------------------|------------------|
| Signed agreement | June 15, 2020 |
| Quarterly report #1 | October 15, 2020 |
| Quarterly report #2 | January 15, 2020 |
| Quarterly report #3 | April 15, 2021 |
| Quarterly report #4 (final) | June 30, 2021 |

Grantee agrees to submit to the Foundation reports using the fillable forms available on cfbroward.org/grantforms and email completed reports with required backup to reports@cfbroward.org. Reports should include narrative information and financial accounting of the expenditure of these grant funds that demonstrate that they were used for the purpose for which the grant is made.

Grantee agrees to provide high resolution photos via Dropbox link or other file sharing medium (min. 800KB for jpeg or resolution at 300 dpi) and/or videos of your program in action with model releases and allow the Foundation to use them and information about your project in as part of our publicity efforts.

VI. Evaluation/Site Visits

In order to assess the effectiveness of our grants, the Foundation may conduct an evaluation of the program funded by this grant, which may include written and/or verbal evaluation by the Foundation or a third party authorized by the Foundation.

Scheduled and unannounced site visits may occur by representatives of the Foundation to observe the Grantees program. Additionally, we would like to be informed when special events are occurring throughout the year so we may have the opportunity to share your organization and programs with our staff, Board members and Donors. This could range from observing a project we funded or other notable programs you implement that would be interesting to showcase.

VII. Publicity

In acknowledgement of the Foundation's support of this program, grantee shall provide the Foundation with appropriate publicity and recognition. **All related promotional materials and communications must be submitted for approval no later than five (5) business days prior to print and distribution.** This includes print and digital media such as press releases, signage, invitations, announcements, programs, feature stories, materials produced as part of your grant, and other public information for internal and external use. **Grantee agrees to follow the brand standards manual available on our website at cfbroward.org/guidelines.**

This grant was made possible by the following Fund(s) and should be attributed appropriately in all communications, as listed below (list all):

**Support has been provided by the following Funds at the
Community Foundation of Broward:**

LaVere G. and Mabel R. White Fund

August and Melba Urbanek Fund

Deinhardt Charitable Fund

Rick and Rita Case Fund

Mary N. Porter Community Impact Fund

The Fund(s) should be recognized exactly as it is listed above. We ask that you submit copies of all such publicity with your project reports. Any statement about Foundation policy or staff should be cleared in advance with the Foundation.

VIII. Special Conditions

Date to be determined - Mandatory grantee meeting at the Foundation or via online platform.

Grantees will learn of expectations regarding PR and communications, reporting requirements, and outcomes as it relates to this grant. *Attendance is required by the project manager(s), and marketing or communication staff. CEO/Executive Director attendance is optional.*

Date subject to change – Friday, January 22, 2021, 9-11am. Project progress report meeting at the Foundation. Grantees will present the progress of the project using pictures, video, live performance, etc. *Attendance is required by the CEO/Executive Director, project manager, and artist(s).*

Date subject to change – Wednesday, June 30, 2021, 9-11am. Final project report meeting will at the Foundation. Grantees will present the final result of the project using pictures, video, live performance, etc. *Attendance is required by the CEO/Executive Director, project manager, and artist(s).*

IX. Miscellaneous

The Grantee agrees to continue to maintain its eligibility for this grant during the entire grant period. This includes, but is not limited to, maintaining its legal status as a municipal corporation of the State of Florida and maintaining its principal place of operation in Broward County, Florida. The Foundation is pleased to provide the grant encompassed by this agreement but cannot accept legal responsibility for the project. To that extent authorized by Florida Statutes section 768.28, Grantee agrees to be fully responsible for the negligent acts or omissions of its employees in the course and scope of their employment which results in claims or suits against the other party. Nothing herein is intended to serve as a waiver of sovereign immunity by any part to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other Agreement.

The Board and staff of the Community Foundation of Broward are pleased to make this grant to your organization. Please sign and return the Agreement as evidence of your understanding of an agreement with the terms outlined. Return completed document to the Community Foundation of Broward, 910 E. Las Olas Boulevard, Suite 200, Fort Lauderdale, FL 33301.

IN WITNESSS WHEREOF, the parties hereto have subscribed their names and caused this Agreement to be executed as of the day and year above written.

Sherri Brown, Vice President, Community Impact
Community Foundation of Broward, Inc.

Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2020, by **Sheri Brown, Vice President, Community Impact of the Community Foundation of Broward** who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

473 Charitable Funds
\$212 Million in Assets
35 Years of Bold Community Impact
\$119 Million in Community Grants
Rated in the Top 100 Community Foundations

BE BOLD

