

**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: Karen Santen

**TERMS AND CONDITIONS OF GRANT**

The following terms and conditions must be met by the above mentioned Grantee (“Grantee”) in order to receive the grant that has been awarded. If 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:	Acoustic Art Panel Project
Grant Amount:	\$60,000
Grant Period:	<b>May 1, 2023- April 30, 2024</b>
Payment Schedule:	<b>\$60,000</b> will be distributed within ten (10) business days after execution of the Agreement.

**II. Grant Purpose**

To engage the community and seniors attending the new Senior Activity Center in Pompano Beach in artist-led workshops focused on the participant's stories and views of Pompano. The conversations and concepts will be incorporated into the art that will be placed on four acoustic panels. The senior's oral history stories will be recorded and featured on social media to showcase Pompano's rich and diverse cultures and backgrounds, as outlined in the proposal.

### III. Budget and Use of Funds

The Grantee shall use grant funding solely for Broward County as described in the Grantee’s proposal and in accordance with the terms of this Agreement. Any changes must be submitted in writing to the Foundation and be approved by the Foundation. Grantee specifically agrees that no part of the funds received from this grant will be used to carry on fundraising event sponsorships, grants to individuals for memberships, annual campaigns, lobbying, influence legislation, or any specific public election outcome.

### 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 at the end of the aforementioned grant period.

### V. Reports, Outcomes, and Measures

Requirement:	Deadline:
Mid-Year	October 31, 2023
Final	May 15, 2024

Reporting/follow-ups must be completed through the online grant portal and all correspondence will be generated by the grant system. Report deliverables will include:

- ❖ Financial accounting of the expenditure of the grant funds that demonstrate that they were used for the purpose of the grant.
- ❖ Outcome objectives and measures outlined in the “Foundation Terms and Details Pre-Agreement” follow-up form under Section B: Grant Details according to the Reporting Objective Requirements detailed.

The Grantee will submit high-resolution photos (*min. 800KB for jpeg or resolution at 300 dpi*) and or videos of your project implementation to the Marketing and Communications team at [marketing@cfbroward.org](mailto:marketing@cfbroward.org) and [reports@cfbroward.org](mailto:reports@cfbroward.org) throughout the duration of this Agreement. The photo will include a brief caption illustrating the work and its overall impact on the Broward community.

The Grantee acknowledges that all images submitted may be used in media publications and allows the Foundation to reprint, reuse, display, copy, reproduce, post, publish, exhibit, and distribute the photo(s).

The Grantee understands its responsibility for obtaining and securing signed consent photo/video releases for all individuals displayed in the submitted image(s), and will keep releases on file and available to the Foundation upon request. The Foundation will be notified of any remission of permission immediately.

Additionally, the Grantee agrees to indemnify and hold harmless The Foundation, its Board, Executive staff, and employees against all claims, actions, proceedings, damages, losses, liabilities, and costs that may arise from or related to any infringement on any property rights or other rights of an individual or third party related to the submitted images distributed by the Foundation.

#### **VI. Site Visits**

Scheduled and unannounced site visits may occur by representatives of the Foundation to observe the Grantee's program.

#### **VII. Records Maintenance**

The 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 the 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 the 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 Agreement term and following completion of the Agreement if the Foundation does not transfer the records to the Grantee.
- 4.** Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, 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](mailto:RecordsCustodian@copbfl.com)**

#### VIII. Contract Administrators, Notices and Demands.

1. Contract Administrators. During the term of this Agreement, the Foundation's Contract Administrator shall be Angelica Rosas, Director, Community Impact or their written designee and Grantee's Contract Administrator shall be [INSERT CONTACT NAME] or their written designee.

2. Notices and Demands. A notice, demand or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representative(s) named below or is addressed and delivered to such other authorized representative at the address as that party from time to time may designate in writing and forward to the other as provided in this Agreement.

If to Foundation: Angelica Rosas, Director, Community Impact  
910 E. Las Olas Blvd., Ste. 200  
Fort Lauderdale, FL 33301

If to Grantee: Greg Harrison, City Manager  
City of Pompano Beach  
100 W Atlantic Blvd.  
Pompano Beach, FL 33060  
Office: (954) 786-4601  
Email: greg.harrison@copbfl.com

IX. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all items, developed, prepared, assembled or compiled by

Grantee as required for the Work, whether complete or unfinished, shall be owned by Grantee except as otherwise provided under paragraph V of this Agreement.

X. Termination. Either party shall have the right to terminate this Agreement, in whole or in part, for cause, default or gross negligence on either party's part, upon thirty (30) business days advance written notice to the non-terminating party.

If there is any material breach or default in performance of any covenant or obligation which has not been remedied within ten (10) business days after a party's written Notice of Termination, the terminating party, in its sole discretion, may terminate this Agreement immediately and the defaulting party shall not be entitled to receive further payment from the effective date of the Notice of Termination or, where applicable, be required to refund unearned payments.

XI. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, pandemic, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Agreement due to circumstances outside the control of Grantee, including but not limited to, a Force Majeure event, Foundation is under no obligation to amend or extend this Agreement to provide the approved funding past the expiration of the performance period set forth in this Agreement. Any amendment to this Agreement for such purposes shall be at Foundation's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

Grantee must follow all Federal, State, County, and Foundation safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the Foundation upon written notice, which may be provided via electronic mail.

XII. Insurance. Grantee is a self-insured entity subject to the limitations of Section 768.28, Florida Statutes, and will institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement and be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

XIII. 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 in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included in this Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other Agreement.

XIV. **Governing Law.** Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

XV. **Attorneys' Fees and Costs.** In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

XVI. **No Third-Party Beneficiaries.** The Parties agree that this Agreement and other Agreements pertaining to Grantee's performance shall not create any obligation on Grantee or Foundation's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights.

XVII. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or Agreements, whether oral or written.

XVIII. **Approvals.** Whenever Foundation approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

XIX. **Absence of Conflicts of Interest.** Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

XX. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties.

XXI. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

XXII. **Publicity.** In acknowledgment 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 to the Foundation's marketing department via email to: [marketing@cfbroward.org](mailto:marketing@cfbroward.org).** 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 and linked [HERE](#).**

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

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

**Helen and Frank Stoykov Charitable**

**Loren R. Lyons Fund**

**Norman R. and Ruth Rales Fund**

**The Frederick A. DeLuca Foundation Broward Community Fund**

**The Fund(s) should be recognized exactly as it is listed above.** We ask that you submit copies of all such publicity, including statements about the Foundation or its staff, at least 10 business days before intended publication.

Additionally, with at least 10-14 business days' notice, the Foundation would like to be informed when special events are occurring throughout the year so we can share your organization and programs with our staff, Board members, and Donors.

XXIII. Special Conditions

**Mandatory Meetings:**

**PR & Reporting meeting on Friday, May 12, 2023 from 9:30 - 11am.** The purpose of the convening is to review brand standards, PR and marketing expectations, collection of progress videos, and reporting requirements. ***Attendance is required by the project manager(s), and marketing or communication staff.*** *CEO/Executive Director attendance is optional.*

**Grantee Convening(s)**- To be held periodically throughout the grant period to discuss progress and lessons learned. Dates and times will be announced at least one month prior to each convening. *Attendance is required by project managers and/or a designee who can speak to the project (CEO/Executive Director attendance is optional.)*

**XXIV. Miscellaneous**

The Foundation is pleased to provide the grant encompassed in this Agreement. Note that the Frederick A. DeLuca Foundation did not make final decisions on what organizations were funded as a result of the Community Foundation’s grant review process. Signing the Agreement serves as evidence of your understanding of and agreement with the terms as outlined.

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

**FOUNDATION**

Witnesses:

**COMMUNITY FOUNDATION OF BROWARD, INC.**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, on behalf of the Foundation, who are 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:

\_\_\_\_\_  
KERVIN ALFRED, 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 \_\_\_\_\_, 2023, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** 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