

RESOLUTION NO. 2017-205

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO THE GRANT AGREEMENT REQUIRED TO RECEIVE FUNDING FROM THE COMMUNITY FOUNDATION OF BROWARD FOR THE ART OF COMMUNITY GRANT PROGRAM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in April of 2017, the Community Foundation of Broward began receiving applications for the 2017-2018 Art of Community Grant Program; and

WHEREAS, the Art of Community Grant Program supports projects that ignite creativity, invoke community pride, and create a sense of place that connects people with where they live and each other; and

WHEREAS, the City desires to enhance its existing network of trails and greenways by engaging local artists in an effort to improve community cohesion and create a strong sense of place for residents; and

WHEREAS, the Community Foundation of Broward has awarded the City a \$25,000 grant for the "Butterfly Mile Marker" project; and

WHEREAS, the Art of the Community Grant Program requires a 1:1 match, which can be a combination of cash and in-kind services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission hereby supports the enhancement of City greenways to improve community cohesion and invoke community pride.

Section 2: That the City Manager, or designee, is hereby authorized to enter into the associated agreement with the Community Foundation of Broward for the Art of Community Grant Program.

Section 3: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 27th day of July, 2017.



Rebecca A. Tooley
Rebecca A. Tooley, Mayor

Leslie Wallace May
Leslie Wallace May, City Clerk

Tooley	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>
Welch	<u>Aye</u>



GRANT AGREEMENT

Between the
COMMUNITY FOUNDATION OF BROWARD
910 East Las Olas Boulevard, Suite 200
Fort Lauderdale, FL 33301
954-761-9503
and

Grantee: City of Coconut Creek
Address: 4800 W. Copans Road
Coconut Creek, FL 33063
Contact: Daniel Nelson

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. Grant Purpose

To support the "Butterfly Mile Markers" program, as outlined in proposal submitted. The City of Coconut Creek, also known as the Butterfly Capital of the World, will design and install Butterfly Mile Markers strategically along the City's greenways and trails. This project is designed to demonstrate the authenticity and uniqueness of the city while engaging a local artist, residents and visitors to experience public art while utilizing the City's public resources. The cultural diverse community will become more cohesive, connected and healthy through creation of a stronger identity for the city through this project.

II. General Terms

Name of Project:	Butterfly Mile Markers	
Grant Number:	20160717	
Grant Amount:	\$25,000	
Grant Period:	July 1, 2017 – June 30, 2018	
Payment	July 15, 2017	\$12,500
Schedule:	January 15, 2018	\$12,500

Pending executed agreement
Pending receipt of two reports

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 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.

The Grantee agrees to submit to the Foundation reports as follows:

Requirement	Due Date	Payment Date	Payment Amount
Signed agreement	July 15, 2017	Upon Receipt	\$12,500
Report #1	October 6, 2017	No Payment	N/A
Report #2	January 5, 2018	January 15, 2018	\$12,500
Report #3	April 6, 2018	No Payment	N/A
Report #4	July 6, 2018	No Payment	N/A

The Grantee agrees to submit to the Foundation quarterly reports using the 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.

You must also upload high resolution photos to your DropBox (*min. 800KB for jpeg or resolution at 300 dpi*) and/or videos to your DropBox 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.

Attendance is required by the CEO/Executive Director, project managers, and artist(s) to attend progress report meetings at the Foundation on the following dates and times:

- Wednesday, December 6, 2017, 9 – 11am
- Wednesday, June 13, 2017, 9 – 11am

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 three (3) 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. Please follow the communication guidelines available on our website at cfbroward.org/guidelines. This grant was made possible by the following Fund(s) (list all):

**This has been made possible by support from the following
Community Foundation of Broward Funds:
Blockbuster Entertainment Unrestricted Fund, R. J. and Nancy Purdy Fund,
Community Impact Fund and Huizenga Family Unrestricted 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** – none at this time.

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 result 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 and 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.

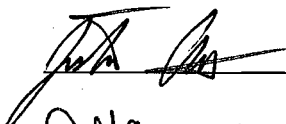
By:  8/9/17
Linda B. Carter, President/CEO Date
Community Foundation of Broward, Inc.


IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

WITNESSES:

CITY OF COCONUT CREEK


D. Campbell


Mary C. Blasi, City Manager

ATTEST:


Leslie Wallace May, City Clerk

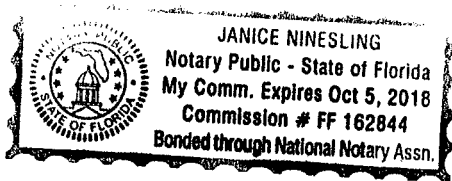


STATE OF FLORIDA:
COUNTY OF BROWARD :



The foregoing instrument was acknowledged before me this 31st day of July, 2017, by MARY C. BLASI, City Manager of the City of Coconut Creek a municipal corporation of Florida. She is personally known to me and did not take an oath.

(SEAL)



Janice Ninesling
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Janice Ninesling
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 10/05/2018

FF 162844
Commission Number

APPROVED AS TO FORM:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney 7/31/17

