

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: **Broward County, a political subdivision of the State of Florida**

2400 S.W. 42nd Street
Fort Lauderdale, FL 33312
Contact: Hannah Rodriguez

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:	Get Tipped
Grant Amount:	\$8,644
Grant Period:	July 1, 2024 – June 30, 2025
Payment Schedule:	\$8,644 will be distributed 10-15 business days after Agreement execution.

II. Grant Purpose

To provide funding for large volume spay/neutering events where approximately 30-60 cats per event will receive sterilization, vaccinations, and flea prevention services costing no more than \$100 per cat, as outlined in the proposal. The services provided through this grant shall support Broward County communities exclusively.

III. Budget and Use of Funds

Grantee shall use grant funding solely for the Broward County Animal Care Division 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:
Final Report	7/15/2025

Grantee responsibilities:

- 🔗 Reporting will be completed through the Foundation’s online grant portal.
- 🔗 Safelist administrator@grantinterface.com to ensure reporting emails are received.
- 🔗 The Foundation will be notified if a reassignment of reporting responsibilities is needed.

Reporting deliverables include:

- 🔗 Financial accounting of the grant expenditures that demonstrate they were used for the purpose of the grant.
- 🔗 Update on the progress and completion of the outcome objectives as seen below:
 - 1. Number of Get Tipped events conducted.**
 - 2. Number of cats spayed/neutered per event.**
- 🔗 Submission of high-resolution photos (*min. 800KB for jpeg or resolution at 300 dpi*) and or videos of your project implementation is requested for reporting.

The Grantee acknowledges that all images submitted may be used by the Foundation in media publications and allows the Foundation to reprint, reuse, display, copy, reproduce, post, publish, exhibit, and distribute the photo(s), subject to the written permissions provided by Grantee and in accordance with the Get Tipped Event Photo and Video Consent Form and Release signed by event attendees, which is attached as Exhibit A.

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, in accordance with Section VII, Maintenance and Review, of this Agreement. The Foundation will be notified of any remission of permission immediately.

VI. **Site Visits**

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

VII. **Records Maintenance and Review**

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. Grantee understands and agrees that 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.

VIII. **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 marketing department via email to: 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 Louise Wemyss Fund for Animal Welfare at the Community Foundation of Broward

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.

IX. **Miscellaneous**

Nothing herein is intended to serve as a waiver of sovereign immunity by Grantee. Grantee is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

Neither the Foundation nor Grantee intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

Governing Law and Venue: The State of Florida's laws shall govern the interpretation of this Agreement. All claims and litigation shall be filed in state courts in Broward County, Florida.

X. **Public Records**

Any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Foundation is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Foundation shall:

1. Keep and maintain public records required by County to perform the Services;
2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Foundation or keep and maintain public records required by County relating to the grant. If Foundation transfers the records to County, Foundation shall destroy any duplicate public records that are exempt or confidential and exempt. If Foundation keeps and maintains the public records, Foundation shall meet all requirements of applicable law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Foundation receives a request for public records regarding this Agreement or the grant, Foundation must immediately notify County in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

IF FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-359-1313, Ext. 9869 ACAD_PRR@BROWARD.ORG, 2400 S.W. 42ND STREET, FORT LAUDERDALE, FLORIDA 33312.

XI. **Prohibited Telecommunications**

Foundation represents and certifies that Foundation does not use, and for the duration of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

XII. **Anti-Human Trafficking**

By execution of this Agreement by the undersigned authorized representative of Foundation, Foundation hereby attests under penalty of perjury that Foundation does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Foundation declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its _____, authorized to execute same by Board action on the ____ day of _____, 20__; and Foundation, signing by and through its duly authorized representative.

COUNTY

Broward County, by and through
its Board of County Commissioners

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
CFB grant agreement
11/21/2024
#1134162.2

**GRANT AGREEMENT BETWEEN COMMUNITY FOUNDATION OF BROWARD, INC. AND
BROWARD COUNTY**

FOUNDATION

**COMMUNITY FOUNDATION OF
BROWARD, INC.**

By: _____
Sheri Brown Grosvenor
Vice President, Community Impact

____ day of _____, 20__

Exhibit A



BROWARD COUNTY ANIMAL CARE DIVISION

2400 SW 42nd Street • Fort Lauderdale, Florida 33312 • 954-359-1313 • broward.org/animal

GET TIPPED EVENT PHOTO AND VIDEO CONSENT FORM AND RELEASE

I, _____, as the owner of a pet participating in the Get Tipped sterilization, vaccination, and flea prevention event (“Event”) hosted by the Broward County Animal Care Division (“ACD”), on _____ do hereby stipulate and agree as follows:
date

1. I grant and authorize Broward County (“County”), including any person acting under its permission and authority, such as the Community Foundation of Broward, Inc. (“CFB”), the unqualified right, privilege, and permission to reproduce my picture and image, and that of my pet, captured at the Event, in photographs, film, transparencies, digitally, and any other manner or form of reproduction including any voice-overs or video clips, for purposes of publicity or promotion of events or programs relating to animal welfare, or the grant awarded to ACD by CFB for such events (“Grant”); and to use my name, likeness, biographic or other information concerning me and my pet, along with our images in connection with promotion of animal welfare, the Grant, or ACD.
2. I grant, assign, and transfer to County, including any person acting under its permission and authority, such as CFB, all my rights and interests in the photographs and videos obtained by County during my and my pet’s participation in the Event as indicated in this Consent Form and Release. I, for myself, my heirs, executors, administrators, and assignees, hereby remise, release, and discharge County for and from any and all liability, action(s), or claim(s) for damages, of any kind whatsoever, on account of the use of such images, photographs, or videos of me and my pet, including, but not limited to, any and all claims for compensation or damages for libel, slander, or invasion of the right to privacy.
3. I further acknowledge that I am not to receive any financial compensation or other benefits from the use of my or my pet’s photo, likeness, or image in any production, publication, video, film, or other material.

I certify that I am eighteen (18) years or more of age, of sound mind, and have read and understand this Consent Form and Release.

Attendee’s Name

Pet’s name and animal ID

Attendee’s Signature

Date