

EXHIBIT 1**GRANT AGREEMENT**

Between the
COMMUNITY FOUNDATION OF BROWARD, INC.
 910 East Las Olas Boulevard, Suite 200
 Fort Lauderdale, FL 33301



And

Grantee: **Broward County, FL, a political subdivision of the State of Florida**
 Address: 100 S. Andrews Avenue, 6th Floor
 Fort Lauderdale, FL 33301
 Contact: Phillip Dunlap, Director, Broward Cultural Division

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:	Artist Innovation Grants Program
Grant Amount:	\$50,000
Grant Period:	November 1, 2023 – October 31, 2024
Payment Schedule:	\$50,000 pending executed grant agreement

II. Grant Purpose

To continue the individual artists grant program to offer support to high-level artists for their career advancement and innovative work. The County will match this grant dollar-for-dollar, as outlined in the proposal.

III. Budget and Use of Funds

Funds must be used, by the Grantee, strictly in accordance with the terms of this Agreement, including the General Terms set forth in paragraph I, the Grant Purpose set forth in paragraph II, and the final budget on which the grant was based. Any changes by the Grantee 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. Reports, Outcomes, Photos

Requirement:	Deadline(s):
Signed agreement	December 1, 2023
Final report	November 15, 2024

Grantee agrees to submit to the Foundation a final report that must include a financial accounting of the expenditure of the grant funds, which demonstrates the funds were used for the purpose for which the grant is made. The completed report should be emailed to reports@cfbroward.org by the due date stated above.

Outcomes:

-  Number of artist grants approved
 - Results/updates/success of the individual projects
-  Participation by the public in free public events showcasing the grantees' work

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

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.

VII. Publicity & Events

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 the grant, and other public information for internal and external use. **Grantee agrees to follow the brand standards manual available 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:**

**Helen and Frank Stoykov Charitable Endowment Fund
Mary and Alex Mackenzie Community Impact Fund**

The Fund(s) should be recognized exactly as it is listed. 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.

Additionally, with at least 14 business days' notice, Grantee should inform the Foundation of artist's events that are occurring throughout the year so the Foundation can share the information with the Foundations staff, Board members, and Donors.

VIII. Special Conditions

None.

IX. 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 project budget submitted. The appropriate Grantee's personnel must be available for discussion on such matters. Maintenance of files and records shall be for a period of at least three years after completion or termination of the project.

X. Miscellaneous

A. The Foundation is pleased to provide the grant encompassed by this agreement but cannot accept legal responsibility for the project. Accordingly, the County will, to the extent required by section 768.28, Florida Statutes, be liable for negligence attributable to it and its employees.

B. 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.

C. 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 the state courts in Broward County, Florida.

Signing the Agreement serves as evidence of your understanding of and agreement with the terms as outlined herein.

By: _____
Monica Cepero County Administrator
Broward County, FL, a political subdivision of the State of Florida
Authorized Signature Above

Date


Approved as to form by
Andrew J. Meyers
Broward County Attorney

DocuSigned by:

By: _____
Sara F. Cohen, Assistant County Attorney

DocuSigned by:

By: _____
Nathaniel A. Klitsberg, Senior Assistant County Attorney

DocuSigned by:

By: _____
Sheri Brown Grosvenor, Vice President, Community Impact
Community Foundation of Broward, Inc.

11/2/2023

Date