

**RESOLUTION NO. 2016-14 CRA**

**A RESOLUTION OF CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY HALLANDALE BEACH, FLORIDA, ACCEPTING A GRANT FROM THE COMMUNITY FOUNDATION OF BROWARD FOR THE ART OF COMMUNITY: THE ENGAGEMENT CHALLENGE 2016 (GRANT NO. 20160433) IN THE AMOUNT OF \$75,000; APPROVING A GRANT AGREEMENT BETWEEN THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE COMMUNITY FOUNDATION OF BROWARD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT BETWEEN THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE COMMUNITY FOUNDATION OF BROWARD; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, On November 24, 2015, the Hallandale Beach Community Redevelopment Agency ("HBCRA") submitted a grant application to the Community Foundation of Broward for the Art of Community: The Engagement Challenge 2016 (Grant No. 20160433); and**

**WHEREAS, On February 28, 2016 the Community Foundation of Broward informed HBCRA staff that the HBCRA was one the selected recipients of this award in the amount of \$75,000; and**

**WHEREAS, the grant will be utilized for the revival of the Fashion Row Art and Design District, which will create identity for the area through increasing visibility utilizing a vibrant component of colorful murals and lights; and**

**WHEREAS, the Board of Directors of the HBCRA desires to accept the grant from the Community Foundation of Broward in the amount of \$75,000 and enter into a Grant Agreement with the Community Foundation of Broward.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.**

**Section 2. Acceptance of Grant from the Community Foundation of Broward. The grant from the Community Foundation of Broward in the amount of \$75,000 is hereby accepted.**

39 Section 3. Approval of Grant Agreement. The Grant Agreement with the Community  
40 Foundation of Broward for a grant in the amount of \$75,000 as attached hereto as Exhibit "A" is  
41 hereby approved with such non-material changes as approved by the HBCRA Executive  
42 Director and approved as to legal form and sufficiency by the HBCRA Attorney.

43 Section 4. Execution of Grant Agreement. The HBCRA Executive Director is hereby  
44 authorized to execute the Grant Agreement with the Community Foundation of Broward for a  
45 grant in the amount of \$75,000.

46 Section 5. Implementation of Grant Agreement. The HBCRA Executive Director is  
47 hereby authorized to take all steps necessary and appropriate to implement the terms and  
48 conditions of the Grant Agreement with the Community Foundation of Broward.

49 Section 6. Effective Date. This resolution shall take effect immediately upon approval.

50 PASSED AND ADOPTED by a 5-0 vote of the Board of the Hallandale  
51 Beach Community Redevelopment Agency, this 18<sup>th</sup> day of April, 2016.  
52

ATTEST:

HALLANDALE BEACH COMMUNITY  
REDEVELOPMENT AGENCY

  
MARIO BATAILLE, CMC, CRA CLERK

  
JOY COOPER, CHAIR

APPROVED AS TO FORM:

  
GRAY ROBINSON, P.A., CRA ATTORNEY

VOTE	
AYE	NAY
Chair Cooper	✓ /
Vice Chair Julian	✓ /
Director Lazarow	✓ /
Director London	✓ /
Director Sanders	✓ /



**COMMUNITY  
FOUNDATION  
OF BROWARD**

For Good. For Ever.

## **GRANT AGREEMENT**

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

and

**Grantee:** Hallandale Beach Community Redevelopment Agency  
**Address:** 400 South Federal Highway  
Hallandale, FL 33009  
**Contact:** Lina Duran

### **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 Redevelopment of the Fashion Art and Design District project, as outlined in proposal submitted. The Fashion Art and Design District in Hallandale Beach will be the new focal point in an area that divides the east and west of the city, and bond residents and local businesses through a multimedia art and streetscape project. A total of 90 residents will take part in the project.

#### **II. General Terms**

**Name of Project:** Redevelopment of the Fashion Art and Design District

**Grant Number:** 20160433

**Grant Amount:** \$75,000

**Grant Period:** April 1, 2016 – June 30, 2017

**Payment:** April 1, 2016 \$37,500

**Schedule:** December 2, 2016 \$37,500

*Pending executed agreement*

#### **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:

1. Requirement	Due Date	Payment Date	Payment Amount
Signed contract	April 1, 2016	Pending signed contract	\$37,500
Report #1	July 8, 2016	No Payment	N/A
Report #2	November 18, 2016	December 2, 2016	\$37,500
Report #3	March 4, 2017	No Payment	N/A
Report #4	June 17, 2017	No Payment	N/A

The Grantee agrees to submit to the Foundation quarterly reports using the forms available on [cfbroward.org/grantforms](http://cfbroward.org/grantforms) and email completed reports with required backup to [reports@cfbroward.org](mailto: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 provide high resolution photos (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.

2. 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:

- Friday, June 17, 2016 8:30am-10:30am
- Friday, November 11, 2016, 8:30am-10:30am
- Friday, June 9, 2017 8:30am-10:30am

#### 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](http://cfbroward.org/guidelines). This grant was made possible by the following Fund(s) (list all):

Helen and Frank Stoykov Charitable Endowment Fund  
of the Community Foundation of Broward

Robert Elmore Family Fund of the Community Foundation of Broward



Mary and Alex Mackenzie Community Impact Fund  
of 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 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 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:



Linda B. Carter, President/CEO  
Community Foundation of Broward, Inc.

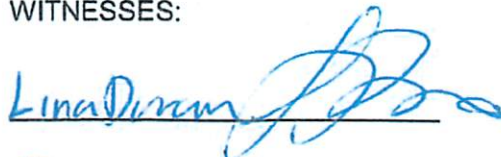
4/1/14

Date

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

CRA:

WITNESSES:




HALLANDALE BEACH COMMUNITY  
REDEVELOPMENT AGENCY



Daniel Rosemond, Executive Director

ATTEST:





STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this May 17, 2016, by DANIEL ROSEMOND, Executive Director of the Hallandale Beach Community Redevelopment Agency, a public body corporate and politic. He is personally known to me and did not take an oath.

(SEAL)



Diana M. Wolfson  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Diana M. Wolfson  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

FF 084290  
Commission Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney