

**GRANT AGREEMENT**

This Grant Agreement ("Agreement") is entered into by and between the **Florida Wildlife Corridor Foundation** ("FWCF" or "Foundation"), located at 2606 Fairfield Ave S, BLDG #7, St. Petersburg, FL 33712, and the **City of Ocala** ("Grantee"), located at 110 SE Watula Avenue, Ocala, Florida 34471.

1. Contact Information

- **Foundation Contact:**
Donayle Whitmore
- **Grantee Contact:**
Rachel Fautsch, City of Ocala rfautsch@ocalafl.gov

2. Terms and Conditions of Grant**2.1 Grant Award:**

The Foundation agrees to provide a grant to the Grantee, subject to the terms and conditions set forth in this Agreement.

2.2 Compliance:

The Grantee must comply with all terms and conditions specified in this Agreement to remain eligible for the grant funds.

2.3 Non-Compliance:

If the Grantee fails to meet any of the terms and conditions outlined in this Agreement, the Foundation reserves the right to withdraw the grant award and terminate this Agreement. Upon termination, the Foundation will have no further obligation to disburse any remaining unpaid grant funds. Additionally, the Foundation may require the Grantee to repay any funds not used in accordance with the terms of this Agreement.

3. General Terms

- **Project Name:** City of Ocala Water Tank Mural Project
- **Grant Amount:** \$15,000
- **Grant Period:** September 3rd, 2024 – November 29th, 2024
- **Payment Schedule:** 7-15 business days after Agreement execution

4. Grant Purpose

This grant is awarded to the City of Ocala for its Water Tank Mural installation. The Mural

Project is aimed at educating residents and visitors about the unique flora and fauna found in and around the Marion County (Ocala) region.

5. Budget and Use of Funds

5.1 Use of Funds:

The Grantee shall utilize the grant funds exclusively for the development of the City of Ocala Water Tank Mural, as detailed in the Grantee's proposal (Attachment 1) and in accordance with this Agreement.

5.2 Modification of Use:

Any proposed changes to the use of these funds must be submitted in writing to the Foundation and receive formal approval.

5.3 Prohibited Uses:

The Grantee agrees that no portion of the grant funds shall be used for:

- Event sponsorships for fundraising
- Grants to individuals for memberships
- Annual campaigns
- Lobbying or influencing legislation
- Supporting any specific public election outcome

6. Reversion of Funds

6.1 Unused Funds:

Any funds not expended for the agreed-upon purposes must be returned to the Foundation at the conclusion of the grant period.

6.2 Termination:

If the Foundation terminates this Agreement, the Grantee shall retain only those funds necessary to cover expenses incurred up to the termination date, including any non-cancellable commitments.

7. Reporting Requirements

7.1 Deliverables:

Fund allocation is contingent upon Grantee successfully submitting and completing the following deliverables:

- Monthly updates on planning activities.
- A detailed timeline for project implementation, including key milestones and individual responsibilities.
- FWCF participation in the artist selection committee.
- Showcase mural rendering at FAFO's Art Festival on October 26th, 2024.
- Share Mural installation photos and videos with FWCF.
- Installation of FWCF Mural Signage and QR code linking to FWCF Website (see attached)
- Invitation to FWCF leadership to participate in the groundbreaking and ribbon-cutting events.

7.2 Reporting Methods:

Reporting will be conducted via monthly status updates through Zoom, site visits, and/or email

correspondence.

8. Media and Publicity

8.1 Use of Images:

The Grantee acknowledges that all images submitted as part of reporting may be used in media publications. The Grantee grants the Foundation permission to reprint, reuse, display, copy, reproduce, post, publish, exhibit, and distribute these images.

8.2 Consent Releases:

The Grantee is responsible for obtaining signed consent photo/video releases for all individuals featured in the submitted images. These releases must be kept on file and available to the Foundation upon request.

8.3 Indemnification:

The Grantee agrees to indemnify and hold harmless the Foundation, its Board, executive staff, and employees against any claims, actions, proceedings, damages, losses, liabilities, and costs arising from or related to any infringement of property rights or other rights related to the submitted images.

9. Site Visits

9.1 Observation:

Representatives of the Foundation may schedule site visits to observe the Grantee's program operations.

10. Publicity

10.1 Recognition:

The Grantee shall provide appropriate publicity and recognition to the Foundation. All related promotional materials and communications must be submitted for approval to the Foundation's marketing department via email at marly@floridawildlifecorridor.org at least five (5) business days before print and distribution.

10.2 Branding Compliance:

The Grantee agrees to adhere to the brand standards manual available on the Foundation's website ([linked here](#)).

10.3 Event Notification:

The Foundation should be informed of any Mural related special events occurring within 10-14 business days of the event, to ensure information about the organization and its programs can be shared.

11. Special Conditions

11.1 Special Conditions: None.

12. Miscellaneous

12.1 Eligibility:

The Grantee agrees to maintain its eligibility for the grant throughout the entire grant period. This includes, but is not limited to, maintaining its legal status as an organization qualified under 501(c)(3) of the Internal Revenue Code and continuing its principal operations and/or services in Marion County, Florida.

12.2 Notification of Changes:

The Grantee must notify the Foundation immediately if any changes occur in the Grantee's status, key staff responsible for the grant, or the Grantee's ability to execute the grant as approved.

12.3 Legal Responsibility:

The Foundation will not assume legal responsibility for the project. The Grantee is responsible for compliance with all state and federal laws during the implementation of its program and must indemnify and hold harmless the Foundation from any and all liabilities the Foundation may incur in connection with the Grantee's participation and administration of this grant.

13. Acknowledgment


By signing this Agreement, the Grantee affirms its understanding and acknowledgment of the terms outlined herein.

Signature Page**Grantee: City of Ocala**

Signature: _____

Name: Barry Mansfield

Approved as to form and legality:

Docusigned by:


William E. Sexton
City Attorney

Title: _____

Date: _____

Florida Wildlife Corridor Foundation

Signature: _____

Name: Mallory Dimmitt

Title: CEO

Date: _____

Certificate Of Completion

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Status: Completed

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William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

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