

SOUTHWEST FLORIDA
**COMMUNITY
FOUNDATION**

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November 28, 2016

City of Fort Myers
2200 Second Street
Fort Myers, Florida 33902

RE: Letter of Understanding

This Letter of Understanding between the Southwest Florida Community Foundation, Inc., hereinafter Community Foundation, and the City of Fort Myers sets forth the conditions under which the Community Foundation will provide services to the Arts and Culture Grant Program for Individual Artists and Organizations. This Letter of Understanding shall be for three years, effective December 6, 2016 through December 4, 2019. Date of services will be updated year to year.

The Community Foundation agrees to provide the following services:

1. The Community Foundation will manage the Arts and Culture grant process through its E-Apply online application system.
2. The Community Foundation will create online applications and launch application process Friday, December 16, 2016 with an application due date of Friday, January 13, 2017.
3. The Community Foundation will create the online scoring and evaluation system in consultation with the City.
4. The Community Foundation, in partnership with the City, will recruit an independent evaluation committee to review applications and make funding recommendations to the City.
5. Community Foundation will conduct an initial review of applications for eligibility and assign to reviewers by February 13, 2017.
6. Reviewers will have four weeks to review applications and will meet to make recommendations the week of March 13. Recommendations will then be forwarded to the City for final approval.
7. Final report forms will be assigned to grantees in the online system, and the Community Foundation will monitor report submissions.
8. The Community Foundation will not be responsible for any debts incurred by the project.

The City agrees:

1. The City will provide applications guidelines and content to the Community Foundation for the creation of the online applications for Individual Artists, Operating Grants, and Project and Program Grants by December 6, 2016.
2. Press releases and announcements about the open application process will be handled by City.
3. The City will pay a fee of 7% of the monetary value of the awards granted for the 2016-17 process, and 10% of the monetary value of the awards granted for the 2017-18 and 2018-19 processes to administer the Arts and Culture Grant Program.
4. The City hereby agrees to defend, indemnify and hold harmless the Community Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the City providing these services, except to the extent that such claims, liabilities, losses or expenses arise from the sole negligence of the Southwest Florida Community Foundation, Inc., its officers, directors, trustees, employees or agents.

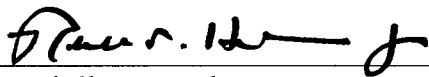
If a dispute arises relating to this contract, and is not resolved, the parties involved in such dispute (Disputants) shall first proceed in good faith to submit the matter to mediation. The Disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one Disputant to the other(s), the mediation, unless otherwise agreed, shall terminate.

Letter of Understanding – Southwest Florida Community Foundation, Inc.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

ATTEST:

By: 
Randall P. Henderson, Jr., Mayor

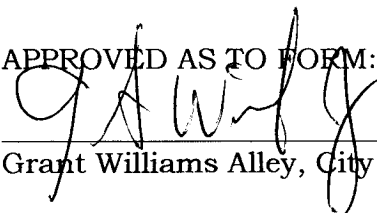
Marie Adams
Marie Adams, MMC, City Clerk

Date: 12/20/2016

By: 
Saeed Kazemi, P.E., City Manager

Date: 12/19/2016

APPROVED AS TO FORM:

 12/14/2016
Grant Williams Alley, City Attorney

Witness

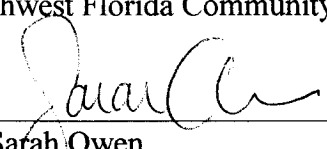


Name: Sydney Roberts

Michele Adams

Name: MICHELE ADAMS

Southwest Florida Community Foundation, Inc.

By: 
Sarah Owen

Title: President and CEO

Date: Dec. 1, 2016

CORPORATE SEAL