

Memorandum of Understanding
PeopleForBikes Foundation and City of Fort Lauderdale, FL

Grantee: The City of Fort Lauderdale, a Florida municipality

Project Title: Bike-N-Ride: Linking Bike Sharing with Transit through Art Tours that Highlight Community Narratives

Grant Amount: \$10,000

This Memorandum of Understanding serves as a written acknowledgement of the relationship between PeopleForBikes and the Grantee. By signing, the Grantee accepts their rights and responsibilities including those listed in the attached PeopleForBikes Foundation Grant Provisions.

Grant Period

The grant period will begin May 17, 2021 and end September 30, 2021. If you need to request an extension of the grant period due to unforeseen circumstances, please make a request in writing to Zoe Kircos, Director of Grants & Partnerships (zoe@peopleforbikes.org) at least one month prior to the end of the original grant period.

Deliverables

The City of Fort Lauderdale's project objectives for this grant period are:

1. Host three 3-mile bike tours monthly from July – September from 3-5pm for up to 50 participants;
2. Provide Broward B-Cycle bikes, free of charge, up to 20 registered participants in accordance with the participant registration guidelines; and
3. Incorporate discussion panels into the bike tour, on topics including transportation needs, socio-economic impact of the arts and an oral history of the Northwest-Progresso-Flagler Heights Community Redevelopment Area

Grant Reporting

The following are report requirements and due dates:

- October 15, 2021: Final Report (guidelines attached) including budget report

Payment Schedule

The grant award will be disbursed in full upon receipt of the signed Memorandum of Understanding.

Acceptance:

The City of Fort Lauderdale hereby accepts and agrees to the terms of this Memorandum of Understanding and the PeopleForBikes Foundation Grant Provisions.

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

On this _____ day of _____, 2021

By: _____
Christopher J. Lagerbloom, ICMA-CM, City Manager

On this _____ day of _____, 2021

Attest: _____ (Corporate Seal)
Jeffrey A. Modarelli, City Clerk

Approved as to form:
Alain Boileau, City Attorney

By: _____
Kimberly Cunningham-Mosley, Assistant City Attorney

On this _____ day of _____, 2021

PEOPLEFORBIKES FOUNDATION

BY: _____
Erik Esborg, Vice President of Finance

On this _____ day of _____, 2021

PeopleForBikes Coalition Grant Provisions

1. **Use of Grant Funds.** Unless the grant provides general operating support, all grant funds must be expended solely for the project approved for funding and substantially in accordance with the approved budget. No substantial variances, including but not limited to the timing of the expenditures under the approved budget, may be made without the PeopleForBikes Coalition, Ltd.'s ("PeopleForBikes") prior approval in writing. Any funds not expended or committed for the project will be returned to PeopleForBikes at the close of the grant period. This grant is not earmarked for lobbying.
2. **Relationship of the Parties.** PeopleForBikes does not exercise control of the Grantee; the Grantee is a separate entity from PeopleForBikes and is a municipality in the state of Florida. Operational implementation of the grant is the sole responsibility of the Grantee. The Grantee has the municipal power and any regulatory approvals necessary to accept the grant and conduct the project. By making this grant, PeopleForBikes assumes no obligation to provide other or additional support to the Grantee.
3. **Prohibitions on the Use of Grant Funds.** Grant funds may not be used for any of the following purposes during the grant period:
 - To attempt to influence legislation or the outcome of any specific public election;
 - To carry on, directly or indirectly, any voter registration drive;
 - To make grants to individuals or to other organizations except as described in the proposal;
 - To undertake any activities for a non-charitable purpose;
 - To afford personal benefits to any individuals associated with PeopleForBikes;
 - To undertake any activities for a purpose other than for the project.
4. **Effect of Default by Grantee.** In the event of a breach by the Grantee of any of the agreements contained in these grant provisions, the expenditure of all unexpended grant funds must cease immediately, and the Grantee shall return all unexpended grants funds to PeopleForBikes together with the report detailing the use of any expended funds. Funding may be modified, curtailed or discontinued, and any unexpended grant funds must be repaid, if at any time PeopleForBikes determines that the purposes of the grant are not being met. If it becomes necessary for PeopleForBikes to take any legal action to collect the grant, the Grantee agrees to pay the reasonable attorney's fees of PeopleForBikes, as well as all costs of collection.

The Grantee is required to provide PeopleForBikes with immediate written notification of:

- Any change in the organization's status (i.e. tax-exempt)
- Any change in the project as described in the application such as grant purpose, staff, funding from other sources, etc.

- The Grantee's ability to expend the funds for the Project by the expiration of the grant period.

5. **Records and Reports.** The Grantee agrees to provide narrative and financial reports on the use of grant funds to PeopleForBikes, as described in the accompanying Memorandum of Understanding.

Upon request, the Grantee is required to release, except as provided by Florida law, to PeopleForBikes all records and data necessary for financial audits, verification or program evaluations concerning this award. The Grantee will also keep a record of receipts and expenditures relating to this grant and provide PeopleForBikes with period reports as reasonably required.

The Grantee is required to keep the financial records with respect to this grant, along with any reports submitted to PeopleForBikes, for at least four (4) years following the year in which the funds are fully expended.

Although the grant funds need not be physically segregated, such funds should be shown separately on the Grantee's books for ease of reference and verification. The Grantee agrees to allow PeopleForBikes to inspect the accounting, disbursement, financial practices and internal audit systems of the Grantee on prior notice during regular business hours.

The Grantee is responsible for the expenditure of funds and maintenance of proper supporting documentation consistent with generally accepted accounting practices.

6. **Publicity Release.** The Grantee may publicize PeopleForBikes' support of the project in its annual report and any materials describing the project. The Grantee shall submit to PeopleForBikes for approval prior to distribution, press releases, announcements, and publicity regarding this project in which PeopleForBikes' name and/or logo are to be included. The Grantee is required to submit final copies of any programmatic materials distributed under this grant.
7. **Indemnification.** In exchange for receipt of the grant funds, except as prohibited by the Florida Constitution or by the laws of the State of Florida and subject to the limitations contained in section 768.28, Florida Statutes (2020), as may be amended, the Grantee shall defend and hold harmless the PeopleForBikes Coalition Ltd. and PeopleForBikes Foundation (collectively, the "PeopleForBikes Entities"), including their directors, officers, employees, agents, affiliates, assigns, and successors, of and from any and all claims, causes of action, lawsuits, damages and liability, of every kind and nature, at law or in equity, arising out of or relating to the Grantee's receipt and use of the grant funds. By providing the grant funds to Grantee, the PeopleForBikes Entities do not assume any risks,

claims, damages, or liabilities born by the Grantee or its directors, offices, employees, agents, assigns, successors, other affiliated parties while implementing the grant.

8. **Miscellaneous**. Your rights and obligations under this Agreement are specific to your organization, which may not assign its rights or obligations hereunder to any person or entity without the prior written consent of PeopleForBikes. Should an action be brought or a claim made out of this grant or the grant provisions, both parties agree to use a court of competent jurisdiction.
9. **Notice**: The following persons are designated to receive notice, demands, and any other communications pertaining to this memorandum of understanding:

AS TO PEOPLEFORBIKES FOUNDATION:

Erik Esborg, Vice President of Finance
PeopleForBikes Foundation
PO Box 2359
Boulder, CO 80306

AS TO CITY:

Christopher J. Lagerbloom, ICMA-CM
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

WITH COPY TO:

Director of Department of Transportation and Mobility
City of Fort Lauderdale
290 NE 3rd Avenue
Fort Lauderdale, FL 33301

10. **No Waiver of Sovereign Immunity**. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by CITY.

**PeopleForBikes Foundation/Better Bike Share Partnership
Mini Grant Reporting Requirements**

Final Report – Due October 15, 2021

1) Narrative (1-2 pages)

- Outcome: report on project objectives as outlined in the Memorandum of Understanding
- Who participated: identify volunteers, supporters, community partners, businesses, other groups who helped make your efforts a success
- Keys to success and lessons learned: help us help others with what worked and what did not

2) Summary of media coverage, if applicable

3) Photos – 2-5 high resolution images of events, bike share demonstrations or workshops, and/or people riding bike share bikes in your community

4) Quote from a community partner, outreach staff member, or new bike share rider on bike share or your program

5) Project income and expense report reflecting all funding sources for this project

Please email your Final Report to Zoe Kircos, zoe@peopleforbikes.org no later than 5:00pm MT on the date due.