

RESOLUTION NO. 2024- 61

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMMUNITY FOUNDATION OF BROWARD, INC., ACCEPTING A GRANT IN THE AMOUNT OF \$50,000.00 TO SUPPORT THE ARTIST IN RESIDENCE PROGRAM; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE GRANT AND TO EXECUTE ALL APPROPRIATE DOCUMENTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Pompano Beach has been awarded a Grant from Community foundation of Broward, Inc. to support the Artist in Residence Program; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Community Foundation of Broward, Inc., accepting a grant in the amount of \$50,000.00 for the Artist in Residence Program, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Community Foundation of Broward, Inc.

SECTION 3. That the City Manager or his designee shall be the official liaison agent and is authorized to accept the Grant and execute all appropriate documents for the purpose of

administering the Grant to the City of Pompano Beach, and ensuring compliance and implementation of all funds and grant policies.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of January, 2024.



REX HARDIN, MAYOR

ATTEST:



KERVIN ALFRED, CITY CLERK

MEB/jrm
12/6/23
l:reso/2024-52



GRANT AGREEMENT

Between the

COMMUNITY FOUNDATION OF BROWARD, INC.

910 East Las Olas Boulevard, Suite 200
Fort Lauderdale, FL 33301
954-761-9503

And

Grantee: **City of Pompano Beach**

Address: 100 W. Atlantic Blvd.
Pompano Beach, FL 33060

Contact: Ty Tabing, Adriane Clarke

TERMS AND CONDITIONS OF GRANT

The following terms and conditions must be met by the above-mentioned Grantee (“Grantee”) in order to receive the grant that has been awarded. If 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:	Air Program
Grant Amount:	\$50,000
Grant Period:	December 1, 2023 – November 30, 2024
Payment Schedule:	\$50,000 will be distributed within ten (10) business days after execution of the Agreement.

II. Grant Purpose

To support eight artists-in-residents who will work to promote the arts in Old Town Pompano Beach while pursuing their own innovative artistic endeavors. The grant will leverage the City’s program, provide stipends to the artists, and create arts activations and murals that incorporate the artists-in-residents and the public. Furthermore, the program will facilitate the artists’ growth through monthly professional development and educational sessions, alongside opportunities for their work to be featured and curated in exhibitions. The culmination of this program will be a vernissage exhibit showcasing the collective body of artistic work open to the public, as outlined in the proposal.

III. Budget and Use of Funds

The Grantee shall use grant funding solely for projects and residents of Broward County as described in the Grantee's proposal and in accordance with the terms of this Agreement. Any changes must be submitted in writing to the Foundation and be approved by the Foundation. Grantee specifically agrees that no part of the funds received from this grant will be used to carry on fundraising event sponsorships, grants to individuals for memberships, annual campaigns, lobbying, influence legislation, or any specific public election outcome.

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 at the end of the aforementioned grant period.

V. Reports, Outcomes, and Measures

Requirement:	Deadline:
Mid-Year	May 31, 2023
Final	November 30, 2024

Reporting/follow-ups must be completed through the online grant portal and all correspondence will be generated by the grant system. Report deliverables will include:

- ❖ Financial accounting of the expenditure of the grant funds that demonstrate that they were used for the purpose of the grant.
- ❖ Outcome objectives and measures outlined in the "Foundation Terms and Details Pre-Agreement" follow-up form under Section B: Grant Details according to the Reporting Objective Requirements detailed.

The Grantee will submit high-resolution photos (*min. 800KB for jpeg or resolution at 300 dpi*) and or videos of your project implementation to the Marketing and Communications team at marketing@cfbroward.org and reports@cfbroward.org throughout the duration of this Agreement. The photo will include a brief caption illustrating the work and its overall impact on the Broward community.

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

The 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.

Additionally, the Grantee agrees to indemnify and hold harmless The Foundation, its Board, Executive staff, and employees against all claims, actions, proceedings, damages, losses, liabilities, and costs that may arise from or related to any infringement on any property rights or other rights of an individual or third party related to the submitted images distributed by the Foundation.

VI. Site Visits

Scheduled and unannounced site visits may occur by representatives of the Foundation to observe the Grantee's program.

VII. Records Maintenance

The 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 the 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 the completion or termination of the project.

Grantee is a public agency subject to Chapter 119, Florida Statutes. The Foundation shall comply with Florida's Public Records Law, as amended. Specifically, the Foundation shall:

1. Keep and maintain public records required by Grantee in order to perform the service.
2. Upon request from the Grantee's custodian of public records, provide Grantee with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Foundation does not transfer the records to the Grantee.
4. Upon completion of the contract, transfer, at no cost to the Grantee, all public records in possession of the Foundation, or keep and maintain public records required by the Grantee to perform the service. If the Foundation transfers all public records to the City upon completion of the contract, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon completion of the contract, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantee, upon request from the Grantee's custodian of public records in a format that is compatible with the information technology systems of the Grantee.

Failure of the Foundation to provide the above-described public records to the Grantee within a reasonable time may subject Foundation to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

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VIII. Publicity

In acknowledgment 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 to the marketing department via email to: marketing@cfbroward.org.** 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. **Grantee agrees to follow the brand standards manual available on our website and linked [HERE](#).**

This grant was made possible by the following Fund(s) and should be attributed appropriately in all communications, as listed below:

**Support has been provided by the following Funds at the
Community Foundation of Broward:**

Frederick W. Jaqua Fund

Antoinette Sherman Fund

Drial Foundation Fund

Additionally, with at least 10-14 business days' notice, the Foundation would like to be informed when special events are occurring throughout the year so we can share your organization and programs with our staff, Board members, and Donors.

IX. Special Conditions

Mandatory Meetings:

PR & Reporting meeting on [Friday, February 16, 2024 from 3 - 4:30 pm](#). The purpose of the convening is to review brand standards, PR and marketing expectations, collection of progress videos, and reporting requirements. **Attendance is required by the project manager(s), and marketing or communication staff.** *CEO/Executive Director attendance is optional.*

Grantee Convening(s)- To be held periodically throughout the grant period to discuss progress and lessons learned. Dates and times will be announced at least one month prior to each convening. *Attendance is required by project managers and/or a designee who can speak to the project (CEO/Executive Director attendance is optional.)*

X. 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 legal 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 results 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. Venue for any litigation arising from this Agreement shall be in the State and Federal courts serving Broward County, Florida. Both Grantor and Grantee stipulate to a waiver of trial by jury as to any litigated dispute involving this Agreement.

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

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IN WITNESS WHEREOF, the parties hereto have subscribed their names and caused this Agreement to be executed as of the day and year above written.

Community Foundation of Broward, Inc.

Sheri Brown Grosvenor, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2024, by **Sheri Brown Grosvenor, Vice President, Community Impact at the Community Foundation of Broward** who is personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

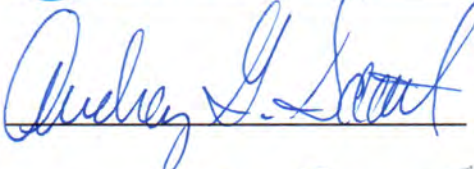
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CITY":

Witnesses:






CITY OF POMPANO BEACH

By: 

REX HARDIN, MAYOR

By: 

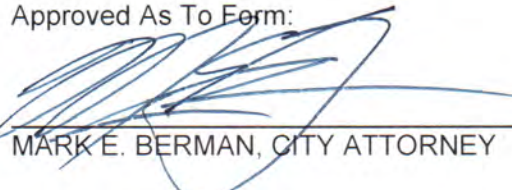
GREGORY P. HARRISON, CITY MANAGER

Attest: 

KERVIN ALFRED, CITY CLERK

(SEAL)



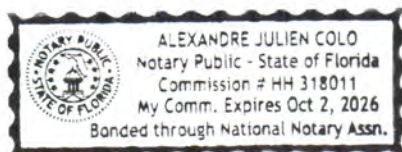
Approved As To Form:


MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24 day of January, 2024, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:





NOTARY PUBLIC, STATE OF FLORIDA

Alexandre Colo

(Name of Acknowledger Typed, Printed or Stamped)

HH 318011

Commission Number