

### BROWARD COUNTY CULTURAL DIVISION GRANT AWARD AGREEMENT

This Broward County Cultural Division Grant Award Agreement ("Grant Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Pompano Beach, FL., a Florida municipality, ("Recipient"). County and Recipient are individually referred to as a "Party" and collectively as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Recipient has been awarded a Broward County Cultural Division Grant ("Grant Award") in the egory indicated below ("Grant Program") in accordance with the Broward County Administrative Code dministrative Code") or as otherwise authorized by the Board of County Commissioners:
☐ General Operating Support
☑ Program Support (organizational or individual artist)
☐ Cultural and Artistic Facilities Capital Support
☐ Other:

- 2. <u>Grant Award Terms and Conditions</u>. By signing this Grant Agreement, Recipient represents that it has read County's Standard Grant Program Terms and Conditions ("Grant Program Terms"), templates of the "Project Evaluation Report" any other required reports for the Grant Program ("Required Reports"), and the initial list of required documentation (all of which are posted at <a href="https://www.broward.org/Arts/Funding/Pages/ManagingYourAward.aspx">https://www.broward.org/Arts/Funding/Pages/ManagingYourAward.aspx</a>), along with any additional guidelines for Recipient's specific Grant Program identified in the Grant Award Details ("Grant Guidelines"). All of the materials referenced in this paragraph are incorporated into this Grant Agreement.
- 3. <u>Term.</u> This Grant Agreement begins on the date it is fully executed by the Parties ("Effective Date") and ends sixty (60) days after the end of the Grant Award Period (the "Term").
- 4. <u>Insurance</u>. If the Grant Award Details indicates that Recipient is required to maintain insurance, the certificate showing the minimum required insurance coverage is attached as Exhibit A and incorporated herein. If the box for insurance is not checked, there are no Recipient insurance requirements for this Grant Agreement.
- 5. <u>Grant Award</u>. Subject to the Grant Program Terms and compliance with all requirements identified in Paragraph 2 above, Recipient's receipt of the Grant Award is conditioned upon Recipient's compliance with the provisions stated in the Grant Award Details below.

# **GRANT AWARD DETAILS**

All Grant Awards				
County Internal Grant Award	PS03-2024			
Number				
Grant Award Period	October 1, 2023 to September 30, 2024			
Grant Award Amount	\$13,500			
Grant Award Match	\$16,500			
Requirement (if any)				
Is any portion of the Grant	⊠ No			
Award funded with Tourist	☐ Yes (if Yes, identify amount): \$ N/A			
Development Tax? Grant Award Payment	Grant Award payment to be made on or before December 31, 2023.			
Schedule	Grant Award payment to be made on or before becember 31, 2023.			
Website at which Grant	https://www.broward.org/Arts/Funding/Pages/ProgramSupport.aspx			
Guidelines are posted				
Venue Name and Address	BaCA, 41 NE 1st Street, Pompano Beach, FL 33060, or			
	Pompano Beach Cultural Center, 50 W. Atlantic, Pompano Beach FL			
	33060, or Great Lawn 20-98 North Pompano Beach Boulevard,			
County Personnel/Cultural	Pompano Beach, FL 33062.  Four (4) tickets for admission to each exhibition or program during the			
Council member tickets to	Grant Award Period, provided by Recipient to the Cultural Division no			
be provided (if any)	less than fourteen (14) days before the start of the Grant Award Period.			
Recipient Insurance	☐ REQUIRED (if checked, Recipient must maintain insurance coverages			
Requirements (only if	in the types and amounts shown in Exhibit A for the duration of the			
checked).	Term.			
	General Operating Support Grants Only			
General Description	N/A			
	Program Support Grants Only			
Event/Program Title(s)	As more fully described in the Grant Application, the Recipient's Cultural			
	Affairs Department will produce and present artistic, cultural and			
	educational programming at cultural venues throughout the City. The			
	Program Support Grant will be used to fund the City's presentation of			
	vocalist: Valerie Tyson and the ensemble O.T.G, during the Recipient's			
	Jazz Fest 2024. The ensemble will perform one (1) concert either on			
	January 19, 2024 or, on January 20, 2024.			
	The performance program will have a minimum duration of one (1) hour,			
	which shall be open to members of the general-public for any applicable			
	admission fees and other required fee(s).			
Event Date(s)*	January 19, 2024, or			
	January 20, 2024.			
	Juniau y 20, 2027.			
Cultura	Cultural and Artistic Facilities Capital Support Grants Only			
Facility Location	N/A			

# **ADDITIONAL GRANT AWARD TERMS (if any)**

\*Once the concert programs are scheduled, the Recipient will notify the Contract Administrator of the actual event, program, venue name(s) and street addresses, and workshop and performance date(s). Actual venues used may require adding additional insurance coverages by an amendment. During the Term, Recipient will post the scheduled concert events in to **artscalendar.com** 

The Recipient agrees to participate in the SMU DataArts Cultural Data Profile (CDP) during the Grant period.

IN WITNESS WHEREOF, the Parties have made and executed this Broward County Cultural Division Grant Award Agreement PS03-2024: Broward County, signing by and through its Cultural Division Director, authorized to execute same pursuant to Sections 29.14 through 29.17 of the Broward County Administrative Code, and Recipient, by and through the signatory identified on the following page, duly authorized to execute same.

### **COUNTY**

BROWARD COUNTY, by and through
its Contract Administrator

Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600

By: Sara F. Colum 10/23/2023

By: OEA868958C6D46E.... (Date)

**Assistant County Attorney** 

### **BROWARD COUNTY CULTURAL DIVISION GRANT AWARD AGREEMENT**

# **RECIPIENT**

Entity Name: City of Pompano Beach, F	L.				
DocuSigned by:					
Earl Bosworth F482283519FD436					
(Authorized Signor)					
Earl Bosworth, Assistant City Manager					
10/1/2023 day of , 20					

RECIPIENT ADDRESS AND EMAIL (for notice purposes as provided in the Grant Award Terms)

City of Pompano Beach, FL 100 West Atlantic Blvd. Pompano Beach, FL 33061

Email: <a href="mailto:Earl.bosworth@copbfl.com">Earl.bosworth@copbfl.com</a>

# CULTURAL INCENTIVE GRANT PROGRAMS

# Assignment of Insurance Requirements

# **Insurance Requirements Waived**

### **General Considerations**

- Event is not held on County property, and;
- Amount of grant does not exceed \$7,500 insurance requirements waived.

### For General Operating Support Grants...

- Grantee does not operate on County Property and;
- County is providing funding ONLY and is not an active participant in the management and operations of grantee and;
- Amount of grant does not exceed 25% of the grantee organization's annual operating expenses

### For Program Support Grants...

- Event does not take place on county-owned property
- County is providing funding ONLY and is not an active participant in the execution of the program/project
- Amount of grant does not exceed 50% of the total program/project cost

# Review for Basic/GL or Other Required Coverage

- Event takes place on county-owned property
- Grantee operates on County Property
- County is an active participant in the execution of the funded program/project
- Amount of grant exceeds 25% of the organization's annual operating expenses (for Operating Support grants) OR amount of grant exceeds 50% of the total program/project cost (for Program/Project grants)