



P. O. Drawer 1300
Pompano Beach, FL 33060

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COVERSHEET

Date: September 15, 2017

To: Pompano Beach CRA Board

From: Adriane Esteban, Project Manager

Subject: Signature Page for Keeping the Blues Alive Foundation Donation Agreement

It is anticipated that the signature page of the Donation Agreement with Keeping the Blues Alive Foundation, Inc. will be provided on or by Tuesday, September 19, 2017. If CRA staff does not receive the signature page by the CRA Board meeting time, this item will be pulled from the agenda.



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MEMORANDUM

Date: September 19, 2017

To: CRA Board

From: Adriane Esteban, CRA Project Manager
Cherolyn Davis, Ali Director of Programming

Subject: Donation Agreement with Keeping the Blue Alive Foundation, Inc.

Since its opening in November 2015, the Historic Ali Cultural Arts (Ali) has offered a stellar array of concerts and cultural events to give the Northwest CRA community an opportunity to experience the benefits of having cultural arts in the community. Many studies have found that cities with cultural assets and offerings are wealthier, and in many cases, healthier. The Director of Programming at the Ali was approached by the Keeping the Blues Alive Foundation, Inc. about providing a program for free music lessons at the Ali. This organization is a non-profit that's purpose is to fuel the passion for music by funding programs and scholarships for students and teachers who possess the desire, but lack the resources or access to achieve their potential within the music industry. The foundation will provide a \$4,200 donation to the CRA so that free music lessons for three months on Saturdays 10 A.M.-3 P.M. are offered to the community. Due to the timing of when the foundation could schedule instructors and the CRA Board meetings, the music lessons were offered to community in advance of the execution of this agreement. However regardless of the timing, the implementation of this program helps the Ali to further expose the community to the music industry and continues the distinguished programming that won the facility a grant from the prestigious Knight Foundation.

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A DONATION AGREEMENT BETWEEN THE CRA AND KEEPING THE BLUES ALIVE FOUNDATION, INC. REGARDING MUSIC PROGRAMMING AT THE ALI CULTURAL ARTS CENTER; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Donation Agreement between the Pompano Beach Community Redevelopment Agency and Keeping the Blues Alive Foundation, Inc. (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 19th day of September, 2017.

LAMAR FISHER, CHAIRPERSON

ATTEST:

CATHY TRENKLE, SECRETARY

DONATION AGREEMENT

This Donation Agreement is made this _____ day of _____, 2017, between **Keeping The Blues Alive Foundation Inc.**, whose address is **1761 W. Hillsboro Blvd., #409, Deerfield Beach, FL 33442**, and the Pompano Beach Community Redevelopment Agency (CRA), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, Donor is a Florida non-profit corporation whose purpose is to: ***Fuel the passion for music by funding programs and scholarships for students and teachers who possess the desire, but lack the resources or access to achieve their potential within the music industry;*** and

WHEREAS, the Northwest CRA Plan provides for the development of arts related retail and educational facilities in the downtown; and

WHEREAS, Donor desires to make a donation to the CRA in the amount of **\$4,200.00** so that the CRA can provide redevelopment services as follows: ***Free Music Lessons at the Historic Ali Cultural Arts.***

NOW, THEREFORE, the parties agree as follows:

1. The recitals above are true and correct.
2. Donor agrees to make the Donation to the CRA from time to time in amounts necessary for the CRA to provide the Donation Services.
3. Upon receipt of the Donation, CRA agrees to provide the Donation Services so long as there are sufficient funds available from the Donation.
4. The parties acknowledge that this Donation Agreement is entirely voluntary. The Donor may decide in its sole discretion not to continue to make the Donation. Similarly, the CRA may decide in its sole discretion not to continue to provide the Donation Services. If the CRA decides to discontinue the Donation Services, the CRA shall return any unexpended funds from the Donation to Donor.
5. If the Donor decides to discontinue the Donation, Donor shall provide 30 days' written notice to the CRA of such decision. If the CRA decides to discontinue the Donation Services, the CRA shall provide 30 days' written notice to the Donor of such decision. Notices required by this Agreement shall be provided at the addresses listed above unless the other party is notified in writing of any change in such address.
6. Donor acknowledges that the CRA is a public agency subject to the public records requirements of Chapter 119, Florida Statutes (the Public Records Law). Donor shall maintain all records pertaining the Donation in accordance with the Public Records Law.

7. This Agreement shall be governed by the laws of the State of Florida. Venue for any action at law, or in equity, shall be only in courts of competent jurisdiction in Broward County, Florida.

8. This document incorporates the entire understandings of the parties. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. The parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

9. Donor and the CRA agree that no liability shall be attached to the Donor or the CRA by reason of entering into this Agreement, except as expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Signed, Sealed and Witnessed

DONOR: Keeping The Blues Alive Foundation, Inc

Print Name: _____

By: _____

Print Name: _____

Print Name: _____