

Agenda Item #:

3CC-6

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/12/06 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department

Submitted By: County Administration

Submitted For: Palm Beach County Cultural Council

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve Agreement with Palm Beach County Cultural Council in the amount of \$840,000 from October 1, 2006 through September 30, 2007, for services relating to the administration of two cultural grant programs (C -I and C -II) for non-profit organizations within the County.

Summary: The County shall provide a maximum of Eight Hundred and Forty Thousand Dollars (\$840,000) to fund the administration of cultural activities pursuant to a process outlined in the attached contract. Up to Four Hundred Thousand Dollars (\$400,000) will be allocated for Category C-Level I (Small and Emerging Organizations, Children's and Multicultural projects) and up to Four Hundred Thousand Dollars (\$400,000) to be applied to Category C- Level II (Mid-Level Cultural Institutions). The remaining funds will be used by the Council to administer the cultural programs and support cultural programs in underserved areas of the County.
(Countywide (MC))

Background and Justification: In 2003, the Board of County Commissioners designated \$800,000 for cultural programs, not tied to tourist development that would be administered through an agreement with the Cultural Council. The Council is responsible for the allocation and monitoring of funds for the Cultural Council Category "C-I and C-II" grants. The Agreement provides that the Cultural Council will distribute \$800,000 as grants to mid-level non-profit cultural organizations and to community-based non-profit, community-based cultural organizations serving county residents through cultural programs, festivals and arts education. There will be two separate programs designated as Category C-I and C-II. Category C-I will provide program assistance for small and emerging cultural organizations as well as children's and multicultural projects presented by community-based nonprofit organizations. Category C-II will fund mid-level cultural organizations that provide programming to residents and visitors. The Council will administer the program through a process which requires a panel to review the application forms and guidelines and to evaluate the applications by recommending grant amounts through the Cultural Council board of directors.

Attachments:

1. Updated Agreement with Exhibits

Recommended by:


Rena Blades, Cultural Council

9.5.06
Date

Approved By:


Deputy County Administrator

9/11/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2005	2006	2007	2008	2009
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$800,000</u>	<u>\$760,000</u>	<u>\$840,000</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$800,000</u>	<u>\$760,000</u>	<u>\$840,000</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No.

Budget Account No.: Fund 0001 Agency 743 Org. 7136 Object 8201 - \$800,000

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

The BCC approved \$800,000 for the Cultural Council during the FY 07 budget development process. The additional \$40,000 is a carryover of estimated unexpended funds from FY 06.

Elizabeth Bloesch
OFMB 9/7/06 PM 9-100

Ann J. Jacob 9/8/06
Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

This Contract complies with our
contract review requirements.

Maureen Lellan
Chief Assistant County Attorney

C. Approved as to terms and conditions:

Charles Plummer
Department Director

This summary is not to be used as a basis for payment

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the Palm Beach County Cultural Council Inc., a Florida not-for-profit corporation (hereinafter referred to as "Council") whose Federal Identification Number is 59-1862336, and the Board of County Commissioners of Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, the County has determined that it is in the best interests of the residents and visitors of Palm Beach County to support programs of small and emerging cultural organizations, children's and multicultural projects, and mid-sized cultural organizations providing entertainment and education to its residents and visitors; and

WHEREAS, the Council is recognized by the County as an appropriate organization to assist the County by providing services relating to cultural activities and programs; and

WHEREAS, the Council has established cultural development programs to assist certain cultural and community-based organizations, which do not receive tourist development tax revenues, with their cultural programs; and

WHEREAS, the County has determined that it will support these programs by providing funding to the Council for the provision of grants to such organizations; and

WHEREAS, the County and Council wish to enter into an agreement to establish the terms and conditions under which the County will provide such funding to the Council

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The purpose of this agreement is to specify the parties' roles and obligations regarding the funding by County of certain cultural programs through the Council.
2. The County's representative and contract monitor during the term of this agreement shall be County Administrator or designee. The Council's representative shall be the Grants Director.
3. This Agreement shall commence on October 1, 2006 and shall terminate September 30, 2007. This Agreement may be renewed upon written agreement by the parties.

4. The Council shall implement and administer two (2) cultural development grant programs, Category C-I and C-II, which shall provide grants to non-profit organizations for those organizations' cultural programs as more specifically described in Exhibits A (guidelines for C-I) & B (guidelines for C-II), attached hereto and made a part hereof.
5. The County shall provide an amount not to exceed Eight Hundred and Forty Thousand Dollars (\$840,000) to fund certain of the activities of these organizations as determined by the Council pursuant to a process established herein and approved by County. Of the \$840,000 in County funding, up to Four Hundred Thousand Dollars (\$400,000) to be applied to Category C- Level I (Small and Emerging Organizations, Children's and Multicultural projects) and up to Four Hundred Thousand Dollars (\$400,000) to be applied to Category C- Level II (Mid-Level Cultural Institutions). A portion of the remaining funds, not to exceed 10% of the total amount, may be used by the Council to administer the program. In the event some funds are unspent, the Council will reallocate funds to support cultural programs in underserved areas of the County.
6. The Council shall administer a grant panel following guidelines developed for the implementation and administration of the 2006-2007 grants referenced in paragraphs four and five above. The guidelines shall set forth criteria for the evaluation of grant applications and award of grants. The panel shall be comprised of at least one (1) representative appointed by County Administrator or his or her designee. The Council shall prepare an application form and administer a process which shall enable the grant panel to evaluate the organizations based on the established guidelines and to make funding recommendations to the board of directors of the Cultural Council.
7. The Council shall solicit proposals from organizations which meet the following eligibility criteria:
 - A. For Category C-I: Small and emerging nonprofit cultural organizations with cultural programs targeting residents and nonprofit community-based organizations which have 1) cultural programs that are presented by, for or about multicultural populations and/or cultural programs for children in Pre K-12 within Palm Beach County
 - B. For Category C-II: mid-sized cultural nonprofit organizations that have cultural programs targeting residents and visitors
 - C. For both Categories: Have completed at least one year of operation as a nonprofit organization within Palm Beach County as substantiated by financial and IRS records which records organizations shall produce if so required.

D. For both categories: Applicant does not receive "Category B" Tourist Development ("bed") tax revenues in Fiscal Year, 2006-07, and

E. For both categories: Has submitted a completed application.

8. Upon approval of the recommendation set forth in paragraph six, the Council shall enter into an agreement with the grantees. The Council shall monitor and evaluate the activities of the grantees during the time the activity is funded. The Council shall make available to County any information obtained by the Council during the evaluation and funding periods and shall otherwise cooperate with County in providing information to County concerning the results of the programs funded.

9. The County's obligation under this agreement shall be limited to the funding amount set forth in Paragraph 5 above. The funding provided hereunder shall be used for grants to the organizations qualified through the process specified above and for reimbursement of the certain limited Council's administrative costs as set forth in paragraph 5. Payments shall be made to the Council in accordance with the fiscal procedures of County as reimbursement for authorized expenditures or the provisions of good and/or services, following the Council's determination that the expenditures have been made in accordance with the grant agreement and are appropriate for reimbursement.

Each invoice submitted by the Council shall include a reference to its authorization, shall be itemized in sufficient detail for audit thereof and shall be supported by copies of the corresponding grantee invoice or proof of receipt or performance of the goods and/or services invoiced.

It is mutually agreed that the Council shall promptly review and submit to the County invoices received in good order, and that the County shall promptly pay to the Council on a continual basis amounts properly payable under this Agreement and supported by receipted invoices submitted by the Council. County shall not pay the Council unless and until the Clerk of the Board of County Commissioners pre-audits payment invoices in accordance with law, subject to the conditions, if any, attached to said approval.

10. Availability of Records. During the term of this Agreement, Council agrees that, in addition to County, an independent auditor shall have access to, and the right to examine, any pertinent books, documents, papers and records of the Council.

11. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layout production materials, formulas, recipes, and other intellectual property created by or on behalf of the Council or the County using County funds shall be the property of County, and the Council hereby assigns to County any and all rights the Council has or may acquire in such intellectual property. Any and all revenues derived from such use by the Council shall be applied solely to the performance of the Council's duties specified in this Agreement and any such revenue not so applied shall be remitted by the Council to the County. The Council shall take no action inconsistent with the County's rights in such intellectual property, and will take all reasonable actions, including registration of trademarks and trade names, as necessary and appropriate to protect the County's rights in such property.
12. Insurance. The Council shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the County.
 - a. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Council shall furnish Certificates of Insurance to the County prior to the commencement of operations. The certificates shall name the County as an additional insured and shall clearly indicate that the Council has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Council of its liability and obligations under this Agreement.
 - b. Comprehensive General Liability Insurance. The Council shall maintain during the life of this Agreement, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than \$1,000,000.00 per occurrence to protect the Council from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the Council or by anyone employed by or contracting with the Council.

- c. Comprehensive Automobile Liability Insurance. The Council shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury, death and property damage liability to protect the Council from claims for damages, for property damage, death and for bodily and personal injury, which may arise for the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by the Council or by anyone directly or indirectly employed or retained by Council.
 - d. Worker's Compensation Insurance. The Council shall maintain during the life of this Agreement, adequate worker's compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Chapter 440, Florida Statutes.
- 13. Indemnification for Negligent Acts or Omissions. The Council shall indemnify, save and hold harmless County, its officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any negligent act or omission of the Council, its officers, employees, servants and agents in the performance of services under this Agreement, and regardless of whether such negligent act or omission of the Council was caused, occasioned or contributed to in whole or in part by the negligence of County or its officers, employees, servants or agents.
- 14. Additional Indemnification. The Council further agrees to indemnify, save, and hold harmless and defend the County, its officers, employees, servants and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Council not included in the paragraph above and for which the County, its officers, employees, servants, and agents are alleged to be liable.
- 15. Non-Discrimination. During the performance of this Agreement, the Council agrees as follows:
 - a. It will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, marital status, national origin, sex, sexual orientation, age, handicap or disability with respect to, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship.

b. It will not discriminate against any grantee, applicant, subcontractor, contractor, potential contractor or participant hereunder, upon any of the above prohibited grounds.

16. Certificate of Authority and No Conflict. The Council hereby certifies that it is legally entitled to enter into this Agreement with the County, and that it is not now and at no time will violate either directly or indirectly any provision of Chapter 112, Florida Statutes, or any other conflict of interest statute or other applicable statute.
17. Conflict of Interest. Neither the Council, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations or the performance of services provided for in this Agreement. The Council shall promptly notify the County in writing of all potential conflict of interests, and specify the association, interest or other circumstance, which may appear to influence the Council, its officers, directors, agents or employees. In the event the County Attorney's Office shall determine that such association, interest or other circumstance would constitute a conflict of interest, the Council, its officers, directors, agents or employees shall take all action necessary to resolve the conflict of interest.
18. Independent Contractor. The Council is, and shall be, in the performance of all work, services and activities under Agreement, an independent contractor, and not an agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Council's sole direction, supervision and control. The Council shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Council's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as officers, employee, agents or servants of the County. The Council shall not have the power or authority to bind the County in any promise, agreement or representation unless specifically provided for in this Agreement.
19. Preservation of Records. The Council shall maintain and preserve the records, books, documents, papers and financial information pertaining to the work performed under this Agreement. The Council agrees that the County, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the

expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers and records of the Council. In the event that such audit is in progress at the expiration of aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

20. Public Records. The parties agree that any and all records of the Council relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Florida Statutes. Moreover, during the term of this Agreement, County is hereby granted the power to designate any or all records of the Council public records under Chapter 119, Florida Statutes, by resolution of the Board of County Commissioners, making such designation, regardless of whether said records are presently deemed public records.
21. Notification to County. The Council shall notify the County's representative of any Council board or executive committee meeting at which matters relating to this Agreement are scheduled to be discussed.
22. Prohibition of Assignment. The Council shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written consent of the County.
23. Authority to Practice. The Council hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a responsible manner. Proof of such license and approvals shall be submitted to County upon request.
24. Other Activities and Services. This Agreement shall not be construed so as to prevent the Council from being an applicant for other funds from the County for activities or services other than those carried out under the terms of this Agreement and which do not conflict with the activities or service provided for in this Agreement.
25. Public Entity Crimes. As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Council

certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

26. Termination. The County or the Council may terminate this Agreement at any time without cause by giving the other thirty (30) days advance written notice of such termination and specifying the effective date thereof.
27. Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, to the following:

As to County: Verdenia Baker, Deputy County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, FL 33401

As to Council: Rena Blades, President and CEO
Palm Beach County Cultural Council
1555 Palm Beach Lakes Boulevard, Suite 300
West Palm Beach, FL 33401

Or such other address directed by the respective parties in writing.

28. Entirety of Agreement. This Agreement shall constitute the whole Agreement between parties unless otherwise amended in writing. Any failure by the County to require strict performance by the Council or any waiver by the county of any provisions of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

Sharon Bock, Clerk

By: _____ By: _____
Deputy Chair Chair

APPROVED AS TO
TERMS AND CONDITIONS

Witness

By: _____ By: _____
Verdenia Baker
Deputy County Administrator

Witness

By: Rena Blades By: Ben P. J.
Rena Blades, President and CEO
Palm Beach County Cultural Council

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

Ex. A



**Cultural Development Fund:
Small and Emerging Organizations, Community Cultural Projects
2006-07 Application Guidelines**

INTRODUCTION

In 1998, the Palm Beach Board of County Commissioners designated new funds to be expended for cultural activities throughout the county. These funds are to be used by Palm Beach County based nonprofit organizations to promote and expand cultural activities for residents and is designated as *Category C-Level I*.

The Palm Beach County Cultural Council administers the *Cultural Development Fund* program under contract with the Board of County Commissioners. Organizations that apply for funding through this program may not also apply for other Palm Beach County Cultural Council organizational grant funds, in the same fiscal year. Final funding is dependant upon County Commission approval.

MISSION

The grant program seeks to preserve cultural heritages and traditions through the arts, significantly advance cultural opportunities for children and youth, and to create opportunities for Palm Beach County residents to experience culturally diverse, innovative and excellent cultural programs and projects. The grant program will:

- 1) Encourage and assist small, nonprofit cultural organizations based in Palm Beach County by enhancing and/or expanding cultural programs that serve County residents and/or include outreach to multicultural populations residing in the County, and/or serve County children and youth using innovative strategies in arts education.
- 2) Encourage and assist nonprofit organizations based in underserved or ethnically diverse communities in Palm Beach County by enhancing or expanding cultural projects that include outreach to multicultural populations residing in the County, and/or serve County children and youth using innovative strategies in arts education.

METHOD

By awarding contracts to *reimburse* artist fees, production, exhibition, educational and/or marketing expenses.

Ex. A

DEFINITION OF CULTURAL ORGANIZATION

Definition: A “cultural organization” is defined as a nonprofit organization whose primary mission statement and/or more than 75% of its annual operating expenses are dedicated to cultural activities: the arts, literacy, history, or science. A “program” is defined as performances, festivals, exhibitions and/or education planned, produced, presented and promoted on a regular basis (e.g. each week, each month, annually, etc.) including arts, culture, historical, literary and scientific activities.

Objective: The objective is to promote culture and build audiences for cultural activities for residents and visitors through quality programs offered by Palm Beach County’s small nonprofit cultural organizations.

DEFINITION OF COMMUNITY-BASED NON-CULTURAL ORGANIZATIONS

Definition: A “community-based non-cultural organization” is defined as a not-for-profit organization based in underserved or ethnically diverse areas or neighborhoods of Palm Beach County whose primary mission and general operating budget is NOT dedicated to arts and culture, but to any number of other causes: health, social welfare, housing, rehabilitation, etc. A “project” is defined as performances, festivals, exhibitions, and/or arts and cultural education planned, produced, and presented by the organization that includes outreach to multicultural populations residing in the County, and/or serves County children and youth using innovative strategies in arts education. As above, the project must include any or all aspects of culture: the arts, history, literacy and science. *Partnerships with cultural organizations and/or professional artists and artists associations that might increase the quality of the cultural experience for participants are highly encouraged.*

Objective: The objective is to promote cultural excellence and reach residents in underserved and/or ethnically diverse communities through quality projects offered by these community-based organizations.

FUNDING

There are several levels of funding:

Cultural Organizations: Organizations that meet the criteria defined above as “cultural” may request funding levels according to their budget size. *Note: Program budgets must show a \$1:1 cash match from the organization that equals the requested amount.*

Level One: Organizations with operating expenses of \$25,000 or less for the last completed fiscal year may request up to a maximum of \$5,000.

Level Two: Organizations with operating (cash) expenses ranging from \$25,001 - \$150,000 for the last completed fiscal year should include its

Ex A

most recent IRS Form 990 or a certified independent financial audit report and request up to a maximum \$10,000.

Level Three: Organizations with operating (cash) expenses of \$150,001 or more for the last completed fiscal year should include its most recent IRS Form 990 or a certified independent financial audit report and request up to a maximum of \$15,000.

Community-Based Non-Cultural Organizations: Organizations that meet the criteria defined above may apply for up to a maximum of \$10,000 for cultural arts projects. Project budgets must show a \$2:1 cash match from the organization equal to the amount requested. *Note: This match cannot come from salaries or other administrative costs.*

DEADLINE

Deadline for application is **February 21, 2006** for the grant period beginning October 1, 2006 and ending September 30, 2007. Organizations may only submit one application for the grant period and cannot apply to other Cultural Council organizational grant programs during the same grant period.

ELIGIBILITY REQUIREMENTS AT TIME OF APPLICATION

Applicant organizations must fulfill all of the following:

- (1) Have primary location in Palm Beach County.
- (2) Have completed at least one year of operation within Palm Beach County as a nonprofit organization.
- (3) Have documented Internal Revenue Service nonprofit, tax-exempt status. Questions regarding tax-exempt status should be addressed to:

Internal Revenue Service
Atlanta, GA 31101
Or call 1-800-829-1040
- (4) Have a board of directors composed of at least one-half Palm Beach County residents, meeting on a regular basis.
- (5) Must not be a unit of county or municipal government (e.g. public schools, library system, city special events departments, etc.).
- (6) Applicant or its parent organization does not provide grants to individuals or organizations.
- (7) Meet the qualifications that define a nonprofit cultural organization above or be a nonprofit, non-cultural organization based in an underserved or ethnically diverse

Ex A

community or area of Palm Beach County and planning cultural activities that will serve children and/or multicultural audiences residing in those communities. If there are questions about which category the organization should apply in, please contact the director of grants at the Cultural Council before submitting the application.

- (8) Provide a program budget inclusive of a cash match described above under "Funding."
- (9) Submit a completed application as specified in the next section.
- (10) Have not applied for *Cultural Tourism Development Fund: Major Institutions* nor *Cultural Development Fund: Mid-sized Institutions* grant programs for October 1, 2006 – September 30, 2007.
- (11) Applications will not be accepted from organizations that have overdue reports on prior Cultural Council grants. Compliance concerns must be resolved in order for an application to be considered for funding.

GRANT REVIEW CRITERIA

(1) Cultural and artistic excellence and merit of program:

Creative and well-planned activities and/or events combined with the talent, skill, and knowledge to produce quality results. *Determined by program description, artist resumes, quality of support materials, etc.*

Maximum 40 points

(2) Impact on the Community:

Ability to add value to the quality of life for Palm Beach County residents. Organization has demonstrated its planned activities address a need in the community. Ability to reach and serve target audience. *Determined by target audience and/or participants, expected outcomes and evaluation methods, communities affected, etc.*

Maximum 30 points

(3) Ability to carry out program or project:

Administrative and fiscal ability, strength of budget, diverse revenue streams, strength of collaborations, potential for long-term stability. *Determined by financial information, staff and volunteer resumes, support letters, board of directors, history of organization.*

Maximum 30 points

Ex A

REIMBURSEMENT GUIDELINES

Organizations approved for funding will receive grant dollars through a reimbursement process as expenses occur beginning October 1, 2006 and ending September 30, 2007. *The grantee should have sufficient funds in place to pay for expenses and provide required proof of payment before submitting for reimbursement.* Reimbursement process can take 30-45 days before payment is available.

Allowable Expenses:

- A. Artists' and other fees directly related to the program including travel by the artist
- B. Marketing expenses directly related to the program including outside professional marketing services
- C. Production and technical expenses directly related to programs
- D. Space rental directly related to the program
- E. Advertising and printing costs related to program
- F. Materials and supplies directly related to program
- G. Pre-payments made prior to grant period for allowable expenses directly related to program during the grant period

Disallowable Expenses

- A. General operating or administrative expenses, including travel, salaries and benefits not related to program
- B. Rent of office building, renovation, or remodeling of facilities
- C. Purchase of permanent equipment, including musical instruments
- D. Program publications which include solicited advertising
- E. Advertising or public relations items which do not mention the specific program
- F. Advertising/printing expenses which omit the County and/or Council logo
- G. Food expenses
- H. Any payments to students for services rendered
- I. Any awards, prizes, or contributions
- J. Other non-program related expenses

A

DEFINITIONS

Admissions: Revenue from sale of admissions, ticket subscriptions, and memberships for funded program or festival.

Applicant Cash: Funds from organization's accumulated resources, savings, and endowments allocated to funded program or operating budget.

Artist fees: Fees paid to professional artists not regularly employed with the organization. The Florida Arts Council encourages and strongly supports a minimum wage of \$35 per hour to professional artists. This in no way is meant to limit artists and organizations from negotiating higher fees.

Budget detail: Itemized breakdown of proposed program or festival expenditures and income.

Community-based non-cultural organization: is defined as a not-for-profit organization based in underserved or ethnically diverse areas or neighborhoods of Palm Beach County whose primary mission and general operating budget is NOT dedicated to arts and culture, but to any number of other causes: health, social welfare, housing, rehabilitation, etc.

Contracted Services Revenue: Revenue derived from fees earned through the sale of services. Include sales from workshops, classes, performances, etc.

County Commission District Number: Provide the district number for the location where the organization's primary location is based. If program activities occur elsewhere, indicate the other numbers in parenthesis.

Cultural: includes the disciplines of dance, music, theatre, folk-arts, visual arts, literature, media arts, multidisciplinary, and programs of museums, zoos, and public gardens. (Science, nature, history).

Cultural Diversity: having the characteristic of being deeply rooted in and reflective of ethnically diverse, inner-city, or rural populations, and which represents the works of a particular culture, including an ethnic minority.

Cultural Activities: includes different artistic, cultural, or educational activities or events which will be produced or presented by the applicant, will be open and accessible to the public, and will take place in the grant period. Do not include strictly fundraising events. Note: to count number of activities, only include the different number of activities being offered, i.e. a play to be performed ten times or an exhibition open for three weeks should only count as one activity. A three-day festival counts as one activity. An eco-tour that occurs each Friday is one activity.

Cultural Excellence: Within defined mission, preeminence among institutions or activities within the Palm Beach County market and parity with similar organizations elsewhere, as reflected in critical reviews, community support, documented audience response, or third-party professional evaluation.

Cultural organization: a nonprofit organization whose primary mission and/or more than 75% of its annual operating expenses are dedicated to cultural activities: the arts, literacy, history, or science.

Foundation Grants: Revenue from grants received by private foundations

Festival: A cultural event or group of events planned, produced, and promoted in a well-defined period and organized to occur at regular intervals, usually on an annual basis, all related to a common cultural form, theme, or vision.

Government Grants-Federal: Revenue from grants by agencies of the federal government.

Government Grants-Local: Revenue from grants by local county or municipal government other than the Category C fund.

Government Grants-State: Revenue from grants from state government and/or multi-state consortia of state agencies.

Marketing: Program promotion, including newspaper, radio, web site, and television advertising, printing, and mailing of brochures, flyers, posters, and other forms of direct promotion and visitor solicitation at approved travel, tour, and trade shows.

Mission Statement: Please provide the organization's mission statement. This statement describes the organization's reason for existence.

Objectives: Expected benefits that will result from the program. Examples include: increased arts awareness, knowledge of new skill, new culture. Improved behavior, grades, attitude of participants.

Organizational Stability: Demonstrated ability to manage successfully as reflected in tenure and stature of top staff and/or volunteers associated with project, carefully planned budget with sufficient resources to manage successful program or event.

Other Private Contributions: Revenue from cash donations, including gross proceeds from fundraising events.

A

Outcome Indicator: These are observable and measurable "milestones" toward an outcome target. These are things seen, heard, read, etc., that would indicate whether progress is being made toward the outcome target.

Outcome Target: The percentage and number of participants expected to achieve the participant outcomes.

Outside Professional Services-Artistic: Payments to performers, or performing groups whose services are specifically engaged for funded program or festival. See *artist fees*.

Outside Professional Services-Other: Payments to firm or individuals for non artistic services that are specifically and exclusively incurred for the funded program such as security, maintenance, but not administrative.

Participants: Individuals being served by the program or project either as students, visitors, and/or as a member of an audience.

Participant Outcomes: These are actual impacts/benefits/changes for participants during or after the program or project is completed. Examples include: increased arts awareness, knowledge of new skill, new culture, improved behavior, grades, or attitude of the participants.

Personnel: Administrative, marketing, technical, etc., payments for employees including salaries, wages, fees, and benefits to organization staff.

Program: A regular series of cultural activities produced and/or presented by a cultural organization. Activities include performances, festivals, classes, or exhibitions planned, produced, or presented, and promoted on a continuous basis.

Project: A cultural activity or activities produced by a community-based organization including performances, festivals, classes, or exhibitions that serve underserved populations in Palm Beach County.

Program/project Name: Please only indicate the name of the program or project for which you are applying for funding.

Program/project Description: Please only describe the program or project indicated on the first page of the application. Do NOT include activities for which requested funds will not be used.

Remaining operating expenses: All expenses not entered into other categories.

Space Rental: Payments specifically identified for funded program or festival for rental of office, rehearsal, theater, hall, gallery, and other such spaces.

Total Operating Budget: itemized summary of organization's actual or estimated expenditures and income for a proposed fiscal year.

Community Cultural Development Fund: Category C-I FY 2006-07 Grant Process Schedule

December 15, 2005:

APPLICATIONS AVAILABLE ONLINE (www.pbccc.org)
Call (561)471-1513 to receive one in the mail.

January –February 2006

APPLICATION ASSISTANCE & WORKSHOPS*
Location and Times TBA. Call: (561)471-1513 for info. *New organizations MUST attend or meet separately with staff before submitting an application.

February 21 2006:

DEADLINE FOR APPLICATIONS
Postmarked 2/x or hand-delivered by 5:00 pm
To: Palm Beach County Cultural Council
1555 Palm Beach Lakes Boulevard, # 300
West Palm Beach, Florida 33401

April 18, 19 2006:

GRANT REVIEW PANEL INTERVIEWS

April 20, 2006:

AWARD RECOMMENDATIONS MAILED TO APPLICANTS

April 25, 2006:

CULTURAL COUNCIL BOARD MEETING
Board of Directors review award recommendations

May 2006:

BUDGET REVISIONS & CONTRACTS MAILED FOR
SIGNATURE

A

June-August 2006:

**CONTRACTS RETURNED, CORRECTED AND PLACED ON
BOARD OF COUNTY COMMISSIONERS' AGENDA**

September 12, 2006:

**BOARD OF COUNTY COMMISSIONERS MEETING
Commissioners review/approve contracts**

October 1st 2006:

**FY 2006-07 GRANT PERIOD BEGINS
Executed contracts, forms and reimbursement guidelines delivered
to grantee organizations**

April 2007:

INTERIM REPORTS DUE

September 30, 2007:

GRANT PERIOD ENDS; ALL REIMBURSEMENTS DUE

October 31, 2007:

FINAL REPORTS DUE

Exhibit B



**Cultural Development Fund: Mid-sized Institutions
2006-07 Application Guidelines**

INTRODUCTION

The Palm Beach County Cultural Council advises and administers Cultural Development Fund: Mid-sized Institutions grants under contract with the Board of County Commissioners. These funds are to be used by Palm Beach County cultural organizations and are designated as *Category C-II*. Final funding is dependent upon County Commission approval.

MISSION

The purpose of the cultural development grant program is to expand and promote cultural festivals and programs which directly develop and enrich the Palm Beach County community by funding cultural institutions that attract and satisfy residents and/or visitors and that improve the quality of life in Palm Beach County for all residents (including families and minorities). The program assists mid-sized Palm Beach County-based, not-for-profit cultural organizations, that have been operational in their cultural disciplines for a minimum of two (2) years immediately preceding the date of application, in meeting programming and/or marketing expenses associated with the presentation and/or production of a regular season of cultural activities open to the general public in Palm Beach County.

PROGRAMS

Objective: To attract and satisfy Palm Beach County residents and build audiences through cultural activities of acknowledged excellence by mid-sized Palm Beach County cultural organizations.

Method: By awarding contracts to reimburse artist fees, production or exhibition costs, and/or marketing expenses to cultural organizations with recognized ability to produce, present, and promote excellent exhibitions, performances, programs and events.

Available Funds: Maximum funding up to 10 percent of organizational expenses reflected in applicant's last completed independent certified financial audit or \$50,000, whichever is less.

ELIGIBILITY

Applicant must fulfill all of the following at time of application:

- (1) Be a cultural nonprofit organization, or part of an organization, which produces and/or presents a cultural program or festival.*
- (2) Must not be a unit of county or municipal government (e.g. public school, library, city special events department, etc).
- (3) Employ one or more full-time, paid executive staff member(s) in a Palm Beach County office.
- (4) Have documented IRS nonprofit, tax-exempt status.
- (5) Have a board of directors composed of at least one-third of Palm Beach County residents which meets on a regular basis.
- (6) Have completed two years of fiscal operation as a nonprofit organization and provide independent audited financial statements with an accountant's opinion.
- (7) Provide the organization's last completed independent certified financial audit* which includes the auditor's opinion and which reflects \$200,000 or more but not to exceed \$1,000,000 in total expenses.
Organizations with fiscal year-ends between September 30 and December 31 which are unable to provide a timely FY 05 audit must instead provide financial statements being reviewed for the FY 05 audit along with an auditor's letter stating the target completion date of audit. All applicants must have the FY 05 audit submitted to the Cultural Council within six months of the applicant organization's fiscal year-end in order to remain eligible for funding.
- (8) Match amount requested on a dollar-for-dollar basis.
- (9) Budget \$20,000 or more in marketing expenses for proposed program.
- (10) Submit application and required documents as specified on the checklist at the end of this document.
- (11) Applications will not be accepted from organizations with overdue reports on prior grants. Compliance concerns must be resolved in order for an application to be considered for funding.

*If the applicant organization is a division of a larger institution (educational or chamber of commerce), the applicant must include an audit which identifies direct expenses and revenues for the program or festival. If this is unavailable, applicant must provide internally prepared financial statements of revenues and expenses for the last two fiscal years. These statements must be signed by the chief financial officer and an appropriate authorized official of the larger organization. The applicant's request will be based on 10% of total operating expenses related directly to program/festival or \$50,000, whichever is less.

LIMITATIONS

- Applicant organizations may submit only one application.
- Applicants for these funds cannot apply for other PBCCC organizational grants in the same grant period.
- Organizations approved for funding will receive grant disbursements through a quarterly reimbursement process beginning October 1, 2006.

SCORING CRITERIA

Applications are evaluated in the following areas:

(1) Cultural Excellence and Merit of Program- 40 points

Within defined mission, preeminence among institutions or activities within the Florida market and parity with similar organizations elsewhere, as reflected in critical reviews, industry rankings, documented audience response, or third-party professional evaluation.

3

Determined by information provided under program description, resumes, and reviews.

(2) Merit of in-county marketing plan – 20 Points

Within defined plan, demonstrated ability to promote cultural programs which attract residents and tourists visiting the county, as reflected in ongoing market research, annual media plan, and evaluation of actual results.

Determined by information provided under marketing plan, brochures, and media documentation.

(3) Organizational Stability – 20 points

Demonstrated ability to manage successfully as related to tenure and professional accomplishments of top staff and by the following: independent annual financial audit for last completed fiscal year, current balance sheet, freedom from or achievement in plan to repay debt, and endowment program, board composition & board leadership. Points will be based on a balanced and clear budget; strong financial planning, and a healthy diversity of revenue streams. The panel will need enough information to judge that the proposed budget is realistic and feasible in its revenue and expenditure assumptions and mirrors accurately the organization's operational and programmatic plans.

Determined by overall quality of grant application, staff resumes, audit figures, budgets, and board composition.

(4) Potential for Growth – 20 points

Within the defined plan, demonstrated ability to diversify audience, enlarge market, or innovate within field (for example, taking the museum outside its walls, bringing children and families to the theatre, performing contemporary works, commissioning new works, or collaborating in festivals, cultural districts, or marketing campaigns).

Determined by plans for increased audience development, the ability to continue to attract residents and visitors, innovative programming, arts education initiatives and/or outreach programs.

Applicants must receive a minimum average of 75 points to be considered for funding.

REIMBURSEMENT GUIDELINES

This grant program reimburses for the following allowable expenses:

- A. Artists' and other fees directly related to the program including travel by the artist
- B. Marketing expenses directly related to the program including outside professional marketing services and up to 50% gross for marketing personnel
- C. Production and technical expenses directly related to programs
- D. Space rental directly related to the program
- E. Advertising and printing costs related to program
- F. Materials and supplies directly related to program
- G. Pre-payments made prior to grant period for allowable expenses directly related to program during the grant period

Disallowable Expenses

- A. General operating or administrative expenses, including travel, salaries and benefits not related to program
- B. Rent of office building, renovation, or remodeling of facilities
- C. Purchase of permanent equipment, including musical instruments
- D. Program publications which include solicited advertising
- E. Advertising or public relations items which do not mention the specific program
- F. Advertising/printing expenses which omit the County and/or Council logo
- G. Food expenses
- H. Any payments to students for services rendered
- I. Any awards, prizes, or contributions
- J. Other non-program related expenses

DEFINITIONS

Admissions: Revenue from sale of admissions, ticket subscriptions, etc., for the organization's activities.

Applicant Cash: Funds from organization's accumulated resources, savings, and endowments allocated to funded program or operating budget.

Budget detail: Itemized breakdown of proposed program or festival expenditures and income.

Contracted Services Revenue: Revenue derived from fees earned through the sale of services. Include sales from workshops, etc., to other community organizations or individuals, government contracts for specific services, performance or residency fees.

Cultural Activities: includes different artistic, cultural, or educational activities which will be produced or presented by the applicant, will be open and accessible to the public, and will take place in the grant period. Do not include strictly fundraising events. Note: to count number of activities, only include the different number of activities being offered, i.e. a play to be performed ten times or an exhibition open for three weeks should only count as one event. A three-day festival counts as one.

Cultural Excellence: Within defined mission, preeminence among institutions or activities within the Florida market and parity with similar organizations elsewhere, as reflected in critical reviews, industry rankings, documented audience response, or third-party professional evaluation.

Foundation Grants: Revenue from grants received by private foundations

Festival: A cultural event or group of events planned, produced, and promoted in a well-defined period and organized to occur at regular intervals, usually on an annual basis, all related to a common cultural form, theme, or vision.

Government Grants-Federal: Revenue from grants by agencies of the federal government.

B

Government Grants-Local: Revenue from grants by local county or municipal government other than the Category C fund.

Government Grants-State: Revenue from grants from state government and/or multi-state consortia of state agencies.

Marketing: Research and analysis, program development, or program promotion, including newspaper, radio, web site, and television advertising, printing, and mailing of brochures, flyers, posters, and other forms of direct promotion and visitor solicitation at approved travel, tour, and trade shows.

Marketing Impact: Within defined plan, demonstrated ability to expand and promote cultural programs which develop Palm Beach County Tourism and contributes to the county's reputation as a cultural destination, as reflected in ongoing market research, annual media plan, and evaluation of actual results.

Marketing Personnel: Wages including benefit payments for specifically identified personnel responsible for the marketing and promotion of the funded program or festival. See marketing.

Measurable Goal: Specific, measurable ends or objectives that are achievable within a time frame and mark progress toward expected results or mission. These are clear targets for specific action or strategy.

Organizational Stability: Demonstrated ability to manage successfully as reflected in tenure and stature of top staff and by the following: independent annual financial audit for the last fiscal year, current balance sheet, freedom from or achievement in plan to repay debt, and endowment plan.

Other Private Contributions: Revenue from cash donations, including gross proceeds from fundraising events.

Outcome Indicator: These are observable and measurable milestones toward an outcome target. They are things seen, heard, read, etc. that would indicate whether progress is being made toward expected outcomes.

Outcome target: The percentage and number of individuals expected to achieve the participant outcomes.

Outside Professional Services-Artistic: Payments to performers, or performing groups whose services are specifically engaged for funded program or festival.

Outside Professional Services-Marketing and PR: Payments to firms or individuals not regularly employed by the organization for direct promotion of the funded program or festival.

Outside Professional Services-Other: Payments to firm or individuals for non artistic services that are specifically and exclusively incurred for the funded program or festival such as security, maintenance.

Participants: Individuals being served by the program or project either as visitors, students, and/or as a member of an audience.

Participant Outcomes: These are actual impacts/benefits/changes for participants during or after the program or project is completed.

Personnel: Administrative, artistic, marketing, technical, etc., payments for employees including salaries, wages, fees, and benefits to organization staff specifically identified with the program or festival.

Potential for Growth: Demonstrated ability to diversify audience, enlarge market, or innovate within field (for example, taking the museum outside its walls, bringing children and families to the theatre, performing contemporary works, commissioning new works, collaborating in festivals, cultural districts or marketing campaigns).

Program: A regular series of performances or exhibitions planned, produced, or presented, and promoted on a continuous basis, including arts, literary, historical, zoological, and scientific exhibitions and events.

B

Remaining operating expenses: All expenses not entered into other categories.

Space Rental: Payments specifically identified for funded program or festival for rental of office, rehearsal, theater, hall, gallery, and other such spaces.

Strategy: Specific activity or method used to achieve goal or objective.

Total Operating Budget: itemized summary of organization's actual or estimated expenditures and income for a proposed, current, or completed fiscal year.

Youth: Primarily school-aged children (K-12). If a substantial number of the audience consists of children younger than age five, indicate as a separate number and flag as "Pre-K."

**Cultural Development Fund:
Mid-Sized Institutions
FY 2006-07 GRANT PROCESS SCHEDULE**

<u>December 15, 2005:</u>	APPLICATIONS AVAILABLE ONLINE (www.pbccc.org) or to receive hard-copy in the mail, call 561-471-1513.
<u>January-February 12, 2006:</u>	TECHNICAL ASSISTANCE AND WORKSHOPS
<u>February 13, 2006:</u>	DEADLINE FOR APPLICATIONS Postmarked 2/13/06 or hand-delivered by 5:00 pm ADDRESS: Palm Beach County Cultural Council 1555 Palm Beach Lakes Boulevard, # 300 West Palm Beach, Florida 33401
<u>April 5, 2006:</u>	GRANT REVIEW PANEL INTERVIEWS:
<u>April 20, 2006:</u>	AWARD RECOMMENDATIONS MAILED TO APPLICANTS
<u>April 25, 2006:</u>	CULTURAL COUNCIL BOARD MEETING Board of Directors review award recommendations
<u>May 2006:</u>	BUDGET REVISIONS & CONTRACTS MAILED FOR SIGNATURE
<u>June-August 2006:</u>	CONTRACTS RETURNED, CORRECTED AND PLACED ON BOARD OF COUNTY COMMISSIONERS' AGENDA
<u>September 12, 2006:</u>	BOARD OF COUNTY COMMISSIONERS MEETING Commissioners review/approve contracts
<u>October 1st 2006:</u>	FY 2006-07 GRANT PERIOD BEGINS Executed contracts, forms and reimbursement guidelines delivered to grantee organizations
<u>April 2007:</u>	INTERIM REPORTS DUE
<u>September 30, 2007:</u>	GRANT PERIOD ENDS; ALL REIMBURSEMENTS DUE
<u>October 31, 2007:</u>	FINAL REPORTS DUE

Client#: 33902

PALMBEAC2

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/28/2006

PRODUCER Summit Global Partners of Florida, Inc. PO Box 811088 Boca Raton, FL 33481-1088	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Palm Beach County Cultural Council, Inc 1555 Palm Beach Lakes Blvd.; Suite 900 West Palm Beach, FL 33401	<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Transportation Ins Co</td><td>20486</td></tr><tr><td>INSURER B: Zenith Insurance Company</td><td>13269</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Ins Co	20486	INSURER B: Zenith Insurance Company	13269	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Transportation Ins Co	20486												
INSURER B: Zenith Insurance Company	13269												
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1077111586	10/01/06	10/01/07	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1077111586	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	1077111586	10/01/06	10/01/07	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2832023813	10/01/06	10/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE - EA EMPLOYEE	\$100,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is additional insured as per written contract. Pending renewal payment of Premium.

CERTIFICATE HOLDER

Palm Beach County
301 N. Olive
West Palm Beach, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jay Morris

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.