

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$47,792</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income County	_____	_____	_____	_____	_____
In-Kind Match	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$47,792	=====	=====	=====	=====

#Additional FTE
POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes X No. _____

Budget Account No.: Fund 1455 Agency 710 Org. 7015 Object 8201
Reporting Category _____

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

The Cultural Council receives 22.51% of the 2nd, 3rd, and 5th cent of the local option bed tax.

C. Department Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Atwill 12-15-08
OFMB CN
12/15/08 12/15/08

Jim J. Javorant
Contract Administrator
6/20/08 12/15/08 12/16/08

B. Legal Sufficiency:
Maureen Cullen
Assistant County Attorney

These Agreements comply with our review requirements.

C. Other Department Review:

Department Director

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX
2008-09 GRANT AGREEMENT

This is a Grant Agreement, entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Dolly Hand Cultural Arts Center at PBCC hereinafter referred to as "GRANTEE".

WHEREAS, the matching grant provided for herein by the COUNTY will assist the GRANTEE with expenses incurred in its cultural project described herein, hereinafter referred to as the "PROJECT"; and

WHEREAS, COUNTY has determined that the subject PROJECT will enable GRANTEE to provide an activity that will attract visitors to Palm Beach County and provide them with cultural activities to enhance their visit and that such activities will directly promote Palm Beach County tourism.

WHEREAS, the expenditure of Tourist Development Tax Funds pursuant to this Agreement has been found, determined and declared to be a county and public purpose by the Board of County Commissioners of COUNTY, under authority of Section 125.0104, Florida Statutes, and Ordinance No. 95-30 as amended.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MARKETING DESCRIPTION

- 1.1 **GRANTEE:** Name: Dolly Hand Cultural Arts Center at PBCC
Address: 1977 College Drive
Belle Glade, FL 33430
Attention: Leigh Woodham, Theater Director
- 1.2 **TOTAL AMOUNT OF GRANT:** \$23,791
- 1.3 **PROJECT DESCRIPTION:** (As provided in Exhibit A, attached hereto).
- 1.4 **PROJECT BUDGET:** (As provided in Exhibit B, attached hereto).
- 1.5 **REPORTING SCHEDULE:** Interim report due 04/30/09
Final report due 10/31/09
- 1.6 **PAYMENT SCHEDULE:** Reimbursement of 25% of total allotment per quarter
- 1.7 **EXPENDITURE DEADLINE:** September 30, 2009
- 1.8 **GRANT PERIOD:** October 1, 2008 through September 30, 2009
- 1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

As provided herein, Exhibit C and the Cultural Tourism Development Fund 2008-09 Category C-II Grant Program Applications and Guidelines. Category C-II reimbursement funds cannot be used to match other TDC funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TDC funding program.

ARTICLE II

CONDITIONS

- 2.1 **IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Grant to a contracts administrator which is anticipated to be the Palm Beach County Cultural Council Inc. The Palm Beach County Cultural Council Inc. is a private non-profit corporation contracting with PALM BEACH COUNTY and is not a part of COUNTY government. Said contractor shall be referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 **PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as Exhibit A and as restricted in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in an approved program description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised program description to the Executive Director of the Tourist Development Council for his approval. No expense related to a change in the program description will be reimbursed unless approved as provided herein.
- 2.3 **PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and in accordance with the Project Budget, attached hereto as Exhibit B. The GRANTEE's expenditure of Grant Funds must be only for the items specified in each line-item of the Project Budget and not in excess of the amounts specified in each line-item.

The GRANTEE may amend the amount identified for specific Grant Fund line-items in the Project Budget, if such changes do not exceed ten percent (10%) per line item and so long as the amount of Grant Funds allocated for other items is likewise adjusted. Any change in any line-item expenditure of Grant Funds in excess of ten percent (10%) per item shall require the advance written approval of the COUNTY. Any request for approval shall first be submitted by GRANTEE to the CULTURAL COUNCIL. The CULTURAL COUNCIL will convey such request to the Executive Director of the Tourist Development Council for approval.

2.4 **REPORTING:** This project is being funded with the expectation that it will directly promote Palm Beach County tourism by enhancing the County as a cultural destination and by providing specifically described cultural or fine art entertainment, festivals, programs and activities which will be made available to and be attended by visitors to Palm Beach County. To assist in a determination of whether the Project is fulfilling, or has fulfilled its purpose of directly promoting tourism, the GRANTEE must supply the CULTURAL COUNCIL with written reports and other documentation demonstrating the Project's promotion of tourism. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the Tourist Development Council. The GRANTEE shall also submit programming information to the CULTURAL COUNCIL for Tourist Development funded publications by the publication deadline. GRANTEE shall provide immediate notice to the CULTURAL COUNCIL in the event that a funded project or program is to be canceled or rescheduled.

2.5 **GRANT AMOUNT AND PAYMENT SCHEDULE:** The total amount of the Grant is specified in Article 1.2. By awarding this Grant, COUNTY assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. The Grant Funds

will be paid to the GRANTEE pursuant to the Payment Schedule specified in Article 1.6, subject to the provisions of Article 2.7, and shall be solely payable from tourist development tax funds lawfully available. If there is a shortfall in projected tourist development tax funds, it may be necessary to reduce the amount of the grant award. The CULTURAL COUNCIL and COUNTY will determine the amount of the reduction and notify the GRANTEE about the reduction in advance.

2.6 **PROJECT MONITORING AND EVALUATION:** The CULTURAL COUNCIL shall monitor and conduct an evaluation of operations under this Agreement, which may include visits by CULTURAL COUNCIL staff and board members, Tourist Development Council staff and members, and COUNTY representatives to observe the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROJECT with the GRANTEE's personnel.

The GRANTEE agrees to allow a representative of the CULTURAL COUNCIL or its designee and the Executive Director of the Tourist Development Council free access to all events sponsored under this Agreement, for the purpose of evaluating the impact of the subject events and activities.

2.7 **PAYMENT OF GRANT FUNDS:** The GRANTEE is encouraged to use innovative methods to attract residents and in-county visitors. One method to be explored is distribution of press releases and brochures as appropriate to adjacent lodging facilities to attract attendance. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable". Examples of "allowable" and "disallowable" expenses are set forth in the attached Exhibit C. No Grant Funds shall be advanced by COUNTY to or on behalf of

GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

From time to time during the Grant Period or not later than five (5) calendar days after the expiration of the Grant Period, GRANTEE shall submit to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the Tourist Development Council, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and in accordance with law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any REQUEST, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

2.8 **FINANCIAL ACCOUNTING AND RETENTION OF RECORDS:** The GRANTEE must keep accurate and complete books and records of all receipts and expenditures of Grant Funds

in conformance with reasonable accounting standards acceptable to COUNTY. These books and records, as well as all documents pertaining to funds received and expended in conjunction with this Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Palm Beach County, in a secure place and in an orderly fashion by the GRANTEE for at least three (3) years after the Expenditure Deadline specified in Article 1.7. These books, records, and documents may be examined by the CULTURAL COUNCIL or its designee and the Executive Director of the Tourist Development Council at the GRANTEE's offices during regular business hours. Furthermore, the COUNTY may, at its expense and upon reasonable notice to GRANTEE, audit or have audited all of the financial records of the GRANTEE, whether or not purported to be related to this Grant.

Moreover, any or all records of GRANTEE pertaining to matters covered by this Agreement are public records pursuant to Chapter 119, Florida Statutes, and GRANTEE hereby agrees to comply with the provisions of Chapter 119 with regard to such records. *The rest of the*

page intentionally left blank

2.9 **CREDITS:** The GRANTEE must include legibly the following credit designations in all news releases; print, radio and television advertising; publications; electronic media; and programs related to the PROJECT:



The words "Palm Beach County Board of County Commissioners" and a listing of the current board members is appropriate if there is room in the advertisement or publication.

The credit designations/logos must be easily legible and/or audible.

2.10 (A) **LIABILITY AND INDEMNIFICATION:** It is understood and agreed that the GRANTEE is merely a recipient of Grant Funds and an independent contractor and is not an agent, servant or employee of Palm Beach County, its Board of County Commissioners, the Palm Beach County Cultural Council or the Palm Beach County Tourist Development Council.

In the event a claim or lawsuit is brought against Palm Beach County, its Board of County Commissioners, the Palm Beach County Cultural Council, the Palm Beach County Tourist Development Council, or any of their directors, officers, agents, or employees, the GRANTEE, to the extent permitted by law and without waiving the sovereign immunity limitations set forth in Section 768.28, Florida Statutes, hereby agrees to indemnify, save, hold harmless, and defend said persons and entities from any such claims, liabilities, causes of

action, and judgments of any type whatsoever, arising out of or relating to the performance or operation of this Agreement, the funding hereof, or GRANTEE's acts hereunder and the GRANTEE shall pay all costs, attorney's fees, and expenses incurred by the aforementioned entities or persons in connection with such claims, liabilities or suits.

(B) INSURANCE:

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, GRANTEE acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event GRANTEE maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, GRANTEE shall agree to maintain said insurance policies at limits no less than \$500,000 combined single limit for bodily injury or property damage.

GRANTEE agrees to maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, GRANTEE shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve GRANTEE of its liability and obligations under this Interlocal Agreement.

2.11 **ASSIGNMENT:** The GRANTEE is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.

2.12 **COMPLIANCE:** The GRANTEE agrees to abide by and be governed by all applicable laws, including but not limited to Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time.

In entering into this Agreement, Palm Beach County does not waive the requirements of any state, county or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct the business or activity contemplated by the GRANTEE.

2.13 **REMEDIES AND EXPENDITURE DEADLINE:**

- (A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.
- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.

- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the Tourist Development Council within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

2.14 **WRITTEN NOTICE:** Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

Grants Manager
 Palm Beach County Cultural Council
 1555 Palm Beach Lakes Boulevard, Suite #300
 West Palm Beach, Florida 33401

(C) As to the COUNTY: Addressed as follows:

Executive Director of Tourist Development Council
 1555 Palm Beach Lakes Boulevard, Suite #900
 West Palm Beach, Florida 33401

2.15 **CONTRACT REPRESENTS TOTAL AGREEMENT:** This Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties, and approved by appropriate action of the Board of County Commissioners.

ARTICLE III

SPECIAL CONDITIONS

- 3.1 **ORDINANCE AMENDMENT:** Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 95-30, as amended, as the County may from time to time deem appropriate.
- 3.2 **PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE's performance and COUNTY's performance and obligation to pay under this Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of Tourist Development Tax funds designated in COUNTY's Tourist Development Plan, and an annual appropriation by the COUNTY for the purposes and uses described in this Agreement.
- 3.3 **ELIGIBILITY REQUIREMENTS:** The awarded funds were given based on the GRANTEE meeting eligibility conditions specified in the grant program's application guidelines. The GRANTEE agrees to notify the CULTURAL COUNCIL on any changes to specified conditions within 30 days of a change. The COUNTY reserves the right to review these changes, and if necessary, terminate the grant agreement.

ARTICLE IV

- 4.1 **AGREEMENT/APPROVAL AND AMENDMENT:** This agreement and all amendments thereto must be approved by the Board of County Commissioners of Palm Beach County, Florida and shall not take effect until so approved.

ARTICLE V

- 5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor 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 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

The rest of the page intentionally left blank

IN WITNESS WHEREOF, the Executive Director of the Tourist Development Council of Palm Beach County, Florida, has made and executed this Grant Agreement on behalf of the County and Grantee has hereunto set its hand the day and year above written.

COUNTY WITNESS:

PALM BEACH COUNTY, FLORIDA:

By: *Carol A Meneely*
Carol A Meneely
Name (Type or Print)

By: *J. Charles Lehmann*
J. Charles Lehmann, Executive Director
Tourist Development Council

GRANTEE WITNESS:

GRANTEE ORGANIZATION:

By: *Beryl A Mancuso 8/7/08*
Beryl A Mancuso
Name (Type or Print)

By: *Richard A. Becker 8/7/08*
Richard A. Becker, VP Administration + Bus. Svc
Name/Title (Type or Print)

(CORPORATE SEAL)

APPROVED AS TO FORM AND LEGAL

SUFFICIENCY: COUNTY

By: *Maurice Lalle*
County Attorney

Palm Beach County, Florida By Its
Board of County Commissioners

APPROVED AS TO TERMS AND
CONDITIONS: PALM BEACH COUNTY
CULTURAL COUNCIL

By: _____
John F. Koons, Chairman

By: *Rena Blades*
Rena Blades, President and CEO

Applicant Name: PBCC/Dolly Hand Cultural Arts Center

Exhibit A-1

Program Description (Use only the space provided in 12-point font size) Give an overview of the proposed cultural activities for the grant period (Oct. 2008-Sept. 2009). Indicate how grant dollars would be used. Include schedules and venues when possible.

The Dolly Hand Cultural Arts Center's (DHCAC) 27th presenting season will consist of three different programs, all focusing on diversification and affordability -- the Professional Guest Artist Series, the Family Fun series and the Cultural Arts for Education (CAFE) series. Multi-cultural and family programming as well as community workshops and performance opportunities have again been incorporated into the DHCAC's proposal.

The Professional Guest Artist Series will feature ten top-quality performances. This series will feature the hit show "3 Mo' Divas"; the hilarious comedy "A Tuna Christmas"; the dynamic *American Soul & Rock & Roll Choir*; the stunning music of *Stig Rossen* and *Romanza*; the Broadway musicals, "Altar Boyz" and "Footloose"; the hot fiddling and dancing of *Barrage*; and the exciting feats of the African acrobatic troupe, *Sarakasi*. The DHCAC's own production of the 20th Annual Living Christmas Tree will also be presented.

The Family Fun series will feature affordable quality cultural experiences for the entire family. The series will open with "Puss 'n Boots", followed by a musical production of "Pinocchio" and the new hit children's musical, "A Kid's Life". The DHCAC's annual production with the Missoula Children's Theatre (MCT) will close out the series in April. In addition, the MCT will be in the community for a week-long outreach residency which will include in-school workshops as well as CAFE series performances.

The CAFE series (the morning series offered to area schools) will include the four family shows previously mentioned as well as 13 other plays, musicals and educational performances. Study guides will be provided to teachers for use in their classrooms. Over 18,000 students will be served during the 2008-2009 season.

All performances will take place at the Dolly Hand Cultural Arts Center and the dates are as follows:

Guest Artist Series:		CAFE:	
Altar Boyz	11/13/08	The Mystery of King Tut	10/20/08
The Living Christmas Tree	12/16 & 12/7/08	If You Give a Pig a Pancake	10/23/08
A Tuna Christmas	12/16/08	Leo Lionni Stories	11/14/08
Barrage	1/8/09	Amber Brown is Not a Crayon	12/15/08
3 Mo' Divas	1/30/09	Max & Ruby	1/20 & 1/21/09
Soul & Rock & Roll Choir	2/10/09	Rainbow Fish	1/23/09
Footloose	2/24/09	Sarakasi	3/25/09
Stig Rossen	3/17/09	Crayon Court	4/16/09
Sarakasi	3/24/09	Goodnight Moon	4/17/09
Romanza	4/7/09	Harriet Tubman	4/20/09
Spec. Event: Red Hat Show	1/24/09	Rumplestiltskin	4/28 & 4/29/09
Family Fun/CAFE:		The Great Alphabet Adventure	5/4 & 5/5/09
Puss 'n Boots	10/17 & 10/18/08	Dr. Dolittle	5/7/09
Pinocchio	11/8 & 11/10/08		
A Kid's Life	2/20 & 2/21/09		
MCT (title TBA)	4/20 - 4/25/09		

All grant funds awarded will be used to support the fees for the performances, in order to offer the residents and visitors of the Glades communities the same quality cultural experience that would be available on "The Coast", without having to make the drive.

Projected Program Budget: October 1, 2008 - September 30, 2009

	Allocation of Category C-II Funds (this column equals request)	Other Funds	Total Program Budget (total expense and revenue must match)	All Other Income and Expenses	Total Operating Budget (total expense and revenue must match)	In-kind Support (break out from total)
Expenses						
Personnel: Admin/Tech/Artistic	N/A	\$ 175,217.00	\$ 175,217.00	\$ 19,469.00	\$ 194,686.00	
Personnel: Marketing (50% of gross for allocation)			-		-	
Outside Professional Services: Artistic	23,791.00	140,309.00	164,100.00		164,100.00	
Outside Professional Services: Marketing/PR		8,000.00	8,000.00		8,000.00	
Outside Professional Services: Other		6,500.00	6,500.00		6,500.00	
Space Rental for Program			-		-	
Rent/Mortgage	N/A		-		-	
Marketing/advertising		47,000.00	47,000.00		47,000.00	
Travel/Supplies/other		53,000.00	53,000.00	14,000.00	67,000.00	
Remaining Operating Expenses	N/A	208,167.00	208,167.00	24,463.00	232,630.00	
TOTAL EXPENSES	\$ 23,791.00	\$ 638,193.00	\$ 661,984.00	\$ 57,932.00	\$ 719,916.00	\$0
Revenue						
Admissions			\$ 85,000.00		\$ 85,000.00	
Membership income					\$ -	
Contracted Services Revenue				16,000.00	16,000.00	
Other Revenue			6,000.00		6,000.00	
Corporate Contributions			25,000.00		25,000.00	
Foundation Grants			71,000.00		71,000.00	
Other Private Support			15,000.00		15,000.00	
Government Grants (Federal)					-	
Government Grants (State)			70,186.00		70,186.00	
Government Grants (Local)					-	
This Grant Request (PBCCC-Cat. C-II)			23,791.00		23,791.00	
Applicant Cash			366,007.00	41,932.00	407,939.00	
TOTAL REVENUE			\$ 661,984.00	\$ 57,932.00	\$ 719,916.00	\$0

Exhibit C

The final determination as to whether an item identified in the Project Budget is an allowable or disallowable expense shall be made solely by Cultural Council and GRANTEE agrees to abide by and be bound by any such determination. I. Allowable expenses which may qualify for reimbursement include but are not limited to the following:

- 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 occurring during the grant period.

II. Expenses which do not qualify for reimbursement include but are not limited to the following:

- 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 TDC logo and/or TDC recognition
- G. Food expenses
- H. Any payments to students for services rendered
- I. Any awards, prizes, or contributions
- J. Other non-program related expenses

PALM BEACH COMMUNITY COLLEGE

VICE PRESIDENT OF ADMINISTRATION
AND BUSINESS SERVICES



4200 CONGRESS AVE.
LAKE WORTH, FL 33461-4796

561-868-3137 tel
561-868-3585 fax
beckerr@pbcc.edu

October 3, 2008

Margaret Granda
Grants Manager
Palm Beach County Cultural Council
1555 Palm Beach Lakes Blvd., #300
West Palm Beach, FL 33401

RE: FY-2008-09 Funding/Dolly Hand Theatre

Dear Ms. Granda:

We appreciate the increase in grant funding for the upcoming season and agree to the change in the dollar amount awarded since the signing of the agreement.

If you have any questions, please contact us at 561-848-3455.

Sincerely,

A handwritten signature in black ink that reads "Richard A. Becker". The signature is written in a cursive, flowing style.

Richard A Becker
Vice President Administration and Business Services

2008 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 726274

FILED
Jan 04, 2008
Secretary of State

Entity Name: THE PALM BEACH COMMUNITY COLLEGE FOUNDATION, INCORPORATED

Current Principal Place of Business:

4200 CONGRESS AVE
LAKE WORTH, FL 33461 US

New Principal Place of Business:

Current Mailing Address:

4200 CONGRESS AVE
LAKE WORTH, FL 33461 US

New Mailing Address:

FEI Number: 59-1818556 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

CAPITAL CONNECTION, INC.
417 E. VIRGINIA STREET
SUITE 1
TALLAHASSEE, FL 32301 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

OFFICERS AND DIRECTORS:

Title: P () Delete
Name: CHOURIS, VICKI S
Address: P. O. BOX 210367
City-St-Zip: WEST PALM BEACH, FL 33421

Title: V () Delete
Name: HORN, JEANETTE
Address: 318 CROTON WAY
City-St-Zip: WEST PALM BEACH, FL 33401

Title: S () Delete
Name: REAR, ADMIRAL MORRIS
Address: 1867 TUDOR RD.
City-St-Zip: NORTH PALM BEACH, FL 33408

Title: D () Delete
Name: MANN, SUELLEN
Address: 4200 CONGRESS AVENUE
City-St-Zip: LAKE WORTH, FL 33461

Title: V () Delete
Name: GOTTLIEB, GARY
Address: 777 SOUTH FLAGLER DR., SUITE 221
City-St-Zip: WEST PALM BEACH, FL 33401

Title: T () Delete
Name: RAMPOLLA, PAUL
Address: 515 NORTH FLAGLER DRIVE, SUITE 1500
City-St-Zip: WEST PALM BEACH, FL 33401 US

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: V (X) Change () Addition
Name: LOWRY, TRISH
Address: 3451 NORTHLAKE BLVD
City-St-Zip: LAKE PARK, FL 33403

Title: S (X) Change () Addition
Name: WATT, JAMES
Address: 324 ROYAL PALM WAY, SUITE 300
City-St-Zip: PALM BEACH, FL 33480

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: SUELLEN MANN, CFRE

ED

01/04/2008

Electronic Signature of Signing Officer or Director

_____ Date

PALM BEACH COMMUNITY COLLEGE

OFFICE OF THE
PRESIDENT

4200 CONGRESS AVE.
LAKE WORTH, FL 33461-4796

561-868-3500 tel
561-868-3504 fax



October 30, 2008

Ms. Margaret Granda, Grants Manager
Palm Beach County Cultural Council
1555 Palm Beach Lakes Boulevard, Suite 300
West Palm Beach, FL 33401

Re: Category C-11 Contracts

Dear Ms. Granda:

On March 15, 2005, Palm Beach Community College (PBCC) District Board of Trustees approved contracting authority for the following PBCC administrators to sign contracts, under \$150,000, on behalf of the College:

- Director of Purchasing,
- Vice President of Administration and Business Services, or
- President.

The contracting authority was amended on February 20, 2007, to include the Controller & Director Procurement Services. Any fiscally related contracts over the threshold of \$150,000 will require the approval of PBCC's District Board of Trustees.

If you have any questions regarding this policy, you may contact me at (561) 868-3502, or Mr. Richard A. Becker, vice president of administration and business services, at (561) 868-3137.

Sincerely,

A handwritten signature in cursive script that reads "Y. Diane Lester".

Y. Diane Lester
Executive Administrative Assistant to the Board