

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Nov. 15, 2011 ☒ **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 \$200,000 from October 1, 2011 through September 30, 2012 for services relating to the administration of Category C – Level 1 (Small and Emerging Organizations, Children’s and Multicultural projects) cultural grant program for non-profit organizations within the County.

Summary: The County shall provide an amount not to exceed Two Hundred Thousand Dollars (\$200,000) to fund certain activities of non-profit organizations as determined by the Council pursuant to a process established herein and approved by County. Of the \$200,000 in County funding, up to One Hundred and Eighty Thousand (\$180,000) shall be applied to Category C-Level 1 (Small and Emerging Organizations, Children’s and Multicultural projects). 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 of the funds are unspent, the Council will reallocate funds to support cultural programs in underserved areas of the County. Rena Blades of the Cultural Council serves on the Overall Economic Development Program (“OEDP”) Committee. The Committee provides no regulation, oversight, management, or policy-setting recommendations regarding the Cultural Council’s contracts. Disclosure of the contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. TDC Countywide (DW).

Background and Justification: At its last budget hearing in September, the Board of County Commissioners designated \$200,000 for certain programs, not tied to tourist development, that would be administered through an agreement with the Cultural Council to monitor these funds by implementing the Cultural Council Category “C-I” grant process. The Agreement provides that the Cultural Council will distribute the funds as grants to community-based non-profit cultural organizations serving county residents through cultural programs, festivals and arts education. 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. Agreement
2. Exhibits

Recommended by:

 11.4.11
 Rena Blades, Cultural Council Date

Approved By:

 11/15/11
 Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>200,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>200,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?	Yes <u>X</u>	No.			

Budget Account No.: Fund 0001 Department 743 Unit 7136 Object 8201

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:

[Signature] 11/8/11
WS 11-744
OFMB
11/7/11
11/7/11

[Signature] 11/8/11
Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

This Contract complies with our
contract review requirements.

[Signature] 11/10/11
Assistant County Attorney

C. Approved as to form and content:

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 _____, 2011, 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, 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 for the funding by County of certain cultural programs administered by 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 Council's CEO or designee.
3. The term of this Agreement shall commence on October 1, 2011, and shall terminate September 30, 2012. This Agreement may be renewed upon written agreement by the parties.

4. The Council shall implement and administer a cultural development grant program, Category C-I, which shall provide grants to non-profit organizations for those organizations' cultural programs as more specifically described herein and in Exhibits A (guidelines for C-I) attached hereto and made a part hereof.
5. The County shall provide an amount not to exceed Two Hundred Thousand Dollars (\$200,000) to fund certain activities of these organizations as determined by the Council pursuant to a process established herein and approved by County. Of the \$200,000 in County funding, up to One Hundred and Eighty Thousand Dollars (\$180,000) will be applied to Category C-Level I (Small and Emerging Organizations, Children's and Multicultural projects.) 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 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 2011-2012 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 that 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 Council.
7. The Council shall solicit proposals from organizations which meet the following eligibility criteria:
 - a. Small and emerging non-profit cultural organizations with cultural programs targeting residents and non-profit community-based organizations which have 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. Have completed at least one year of operation as a non-profit organization within Palm Beach County as substantiated by financial and IRS records which records organizations shall produce if so required.
 - c. Applicant does not receive "Category B" or "Category C-II "Tourist Development (bed) tax revenues for Fiscal Year 2011-2012.

- d. Has submitted 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 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 Information. The Council further agrees to indemnify, save, 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, familial status, national origin, ancestry, sex, sexual orientation, gender identity and expression, 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, employees, 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 and 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 services provided for in this Agreement.
25. Public Entity Crimes. As provided is 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. Palm Beach County Office of the Inspector General Audit Requirements

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

29. Entirety of Agreement. This Agreement shall constitute the whole Agreement between the 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:

Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO TERMS
AND CONDITIONS

By: Verdenia Baker
Verdenia Baker
Deputy County Administrator

Witness

By: _____

By: Rena Blades
Rena Blades, President and CEO
Palm Beach County Cultural Council

Witness

By: John F. Redding

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

O:\grants\county agenda & contracts\culturalcouncil 2011-12 agreement CI



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-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 community-based 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.

Beginning in the 2007-08 funding cycle, this program allowed municipalities defined as Rural Economic Development Initiative (REDI) communities by State of Florida Division of Cultural Affairs to apply in the community-based category as well. For Palm Beach County, the cities of **Belle Glade**, **Pahokee** and **South Bay** have been designated as REDI communities. For more information, visit www.florida-arts.org

METHOD

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

DEFINITION OF CULTURAL ORGANIZATION

Definition: A “**cultural organization**” is defined as a nonprofit organization whose primary mission and/or more than 75% of its annual operating expenses are dedicated to cultural activities: the arts, literature, history, or natural science. See complete definition of ‘culture’ in definitions. 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.).

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 and emerging 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 with programs 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 “**cultural 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. The project must include any or all aspects of culture. See complete definition of ‘culture’ in the definitions section. The REDI-designated municipal governments of Belle Glade, Pahokee and South Bay may apply for funding under this category for new cultural projects or new components of an existing project. *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 cultural projects offered by these community-based organizations.

FUNDING

There are several levels of funding:

Funding for Cultural Organizations

Organizations that meet the criteria defined above as “cultural” may request funding levels according to their operating revenues (including in-kind support) for the last completed fiscal year.

Note: program budgets must show a \$1:1 cash match from the organization that equals the requested amount. For every dollar the organization requests from the Cultural Council, it must show an equal or greater amount of revenue coming from another source.

Level One: Organizations with operating revenues 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 revenues ranging from \$25,001 - \$150,000 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 \$10,000.

Level Three: Organizations with operating revenues 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.

Funding for Community-Based Non-Cultural Organizations

Organizations that meet the criteria defined above as “community-based, non-cultural” may request funding based on operating revenues from the previous fiscal year. Project budgets must show a \$2:1 cash match from the organization equal to the amount requested. *For every one dollar requested from the Cultural Council, the organization must show two dollars (or more) coming from another revenue source. As an example, if the organization is requesting \$5,000 from this grant fund, it must show that it is matching this amount with at least \$10,000. The projected total project income would be at least \$15,000.*

Level One: Organizations with operating revenues of \$100,000 or less for the last completed fiscal year may request up to a maximum of \$5,000.

Level Two: Organizations with operating revenues ranging from \$100,001 - \$500,000 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 \$10,000.

Level Three: Organizations with operating revenues ranging from \$500,001 or more for the last completed fiscal year should include a certified independent financial audit report* and request up to a maximum \$10,000. In this level of funding, less than 25% of the organization’s match can be from salaries or operating expenses. Because of their REDI designation, the cities of Belle Glade, Pahokee and South Bay may apply at this funding level to support new cultural projects in their communities or to expand and/or add new components of cultural projects already in existence.

DEADLINE

Deadline for application is **February 28, 2011** for the grant period beginning October 1, 2011 and ending September 30, 2012. 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 501(c)(3) or 501(c)(4). 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 systems, city special events departments, etc.). The only exceptions are the communities designated as Rural Economic Development Initiative (REDI). Applications will be accepted from the cities of Belle Glade, Pahokee, and South Bay under the funding category of *Community-based, Non-cultural Organizations, Level Three*.
- (6) Applicant or its parent organization does not provide grants to individuals or organizations. Scholarships to youth for the purpose of arts and cultural education are acceptable.
- (7) Must meet the qualifications that define a nonprofit cultural organization above or be a nonprofit, non-cultural organization with programs based in underserved or ethnically diverse communities of Palm Beach County and planning cultural activities that will serve children and/or multicultural audiences residing in those communities. The municipalities of Belle Glade, Pahokee and South Bay may apply under the community-based, non-cultural category for new cultural projects or new elements to reoccurring cultural projects. If there are questions about which category the organization should apply in, please contact the Grants Department 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, 2011 – September 30, 2012.

- (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 cultural activities and/or events combined with the talent, skill, and knowledge to produce quality results. *Determined by program description, resumes of artists and/or cultural instructors and/or cultural staff, 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, marketing or PR efforts if appropriate.*

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

REIMBURSEMENT GUIDELINES

Organizations approved for funding will receive grant dollars through a reimbursement process as expenses occur beginning October 1, 2011 and ending September 30, 2012. *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 PR items which do not mention the specific program
- F. Advertising/printing expenses which omit the County and/or Cultural 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

REQUIREMENTS AND CHECKLISTS

An organization must submit the following material listed below. All items must be organized and collated into TEN (10) packets for panel review. (One original and nine copies)

- _____ 1. One fully completed and typed **original** application form, plus 9 copies. All information is restricted to space provided on application form unless otherwise indicated. *There is a two-page narrative allowed to describe evaluation methods.*
- _____ 2. Copy of the organization's FY 2009-10 **final report** if organization was a Cultural Council grantee in 2009-10.
- _____ 3. Brief resumes of **staff and volunteers** directly responsible for the program or project. *Limit information to two (2) pages.*
- _____ 4. Complete list of the organization's **Board of Directors** including home and business addresses and phone numbers.
- _____ 5. Authorized Signatory – Provide proof of person(s) authorized to sign contracts by submitting a Florida Department of State, division of Corporations registration copy, board resolution or other evidentiary document. (www.sunbiz.org and search by organization name)
- _____ 6. Brief resume/description of **key artists** (not on staff) directly involved with the program. *Limit information to no more than four (4) pages.*
- _____ 7. The organization's **financial balance sheet** approved and signed by the board treasurer for last completed fiscal year. An auditor's compilation or review will be acceptable.
- _____ 8. One copy of organization's **Internal Revenue Service tax-exemption determination letter**, (501(c)(3) or 501(c)(4), to be collated with original application.
- _____ 9. Organizations with operating budgets of **\$25,001 or more** must include one copy of the last completed IRS 990 form.
- _____ 10. Variances greater than 25% in year over year financial statement line items should be explained
- _____ 11. Regarding financial statements and/or 990s showing deficits: A single-year operating deficit should be adequately explained. If an organization has had significant multi-year operating deficits and declining fund balances for two years or more, a deficit reduction plan must be attached.

- _____ 12. Support Material. Sample brochures, programs, reviews and/or support letters. Limit material to 5-8 pieces per packet.
- _____ 13. New grantee organizations and/or new staff responsible for applications and reimbursements must attend one mandatory training workshop each for application and for reimbursement. Grantee must submit a letter signed by the CEO or Executive Director that indicates agreement with the mandatory training workshops.
- DO NOT bind (staple, three-hole punch, etc) the original application.
 - Bind the other nine copies of the application. A two-pocket paper folder with the stapled application and support materials inside is recommended for each packet but not required. When binding, ensure that text remains readable for each page.
 - Please make sure the **organization's name is on the cover of each packet** and that the original package is marked "original."
 - Space is an issue. Please do not use hard-cover three-ring binders.
 - Do NOT use plastic sheet protectors as inserts for the application narrative

FOR MORE INFORMATION

For assistance, please call the Grants Department at (561) 471-2901 or send an email to: mgranda@palmbeachculture.com

DELIVERY INSTRUCTIONS

All applications must be postmarked **February 28, 2011** or hand-delivered by 5:00 pm on that date. US MAIL OR DELIVER the entire grant package to:

**Palm Beach County Cultural Council
1555 Palm Beach Lakes Boulevard #300
West Palm Beach, Florida 33401**

Client#: 33902

PALMBEAC2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME:
USI Insurance Services LLC-SCL	PHONE (A/C No, Ext): 954 607-4000
Small Commercial	FAX (A/C, No):
200 West Cypress Creek Rd #600	E-MAIL ADDRESS:
Fort Lauderdale, FL 33309	PRODUCER CUSTOMER ID #:
INSURED	INSURER(S) AFFORDING COVERAGE
Palm Beach County Cultural Council, Inc	INSURER A : American Casualty Company of Re
1555 Palm Beach Lakes Blvd.	INSURER B : Transportation Insurance Compan
Suite 300	INSURER C : Transportation Insurance Compan
West Palm Beach, FL 33401	INSURER D : Travelers Casualty & Surety Co.
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2097240141	10/01/2011	10/01/2012	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			2097240141	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2097240107	10/01/2011	10/01/2012	EACH OCCURRENCE \$1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$1,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4024068879	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				EL. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL. DISEASE - EA EMPLOYEE \$100,000
							EL. DISEASE - POLICY LIMIT \$500,000
D	See Descriptions			105680141	10/01/2011	10/01/2014	See Descriptions

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County c/o Tourist
Development Council
1555 Palm Beach Lakes Blvd,
Suite 900
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Morris

© 1988-2009 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Rena Blades, President

Directors and Officers Liability/EPL/Fiduciary/Crime Covered Limits/Deductibles

Directors and Officers Liability and EPL Limit \$1,000,000 / \$2,500 Ded.

Fiduciary Limit \$1,000,000 / No Ded.

Crime Limit \$1,000,000 / \$10,000 Ded.

Palm Beach County is additional insured with respects to General Liability