

5E-1

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2017 [] Consent [X] Regular
 [] Workshop [] Public Hearing

Department

Submitted By: County Administration

Submitted For: Cultural Council of Palm Beach County, Inc.

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Agreement with the Cultural Council of Palm Beach County, Inc. in the amount of \$250,000 from October 1, 2017 through September 30, 2018 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, and

B) a \$50,000 budget transfer from the General Fund Contingency Reserve to increase the Cultural Council budget from \$200,000 to \$250,000.

Summary: The County shall provide an amount of \$250,000 to fund certain activities of non-profit organizations as determined by the Cultural Council of Palm Beach County, Inc. (Council) pursuant to a process established herein and approved by County. Of the \$250,000 in County funding, up to \$212,500 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 15% of the total amount, may be used by the Council to administer the program. In the event any of the funds are unspent, the Council will reallocate said funds to support cultural programs in underserved areas of the County. Rena Blades of the Cultural Council of Palm Beach County, Inc. serves on the Palm Beach County Public Art Committee. The Committee provides no regulation, oversight, management, or policy-setting recommendations regarding the above contract. Disclosure of the contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sec. 2-443, of the Palm Beach County Code of Ethics.

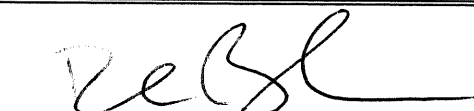
Countywide (DW)

Background and Justification: The Board of County Commissioners designated \$250,000 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:

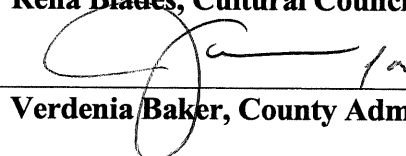
1. Agreement w/ Exhibit A
2. Budget Transfer

Recommended by:


 Rena Blades, Cultural Council

11.9.17
 Date

Approved By:


 Verdenia Baker, County Administrator

11/17/17
 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>250,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>250,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
Does This Item Include The Use Of Federal Funds? Yes _____ No X

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

Reporting Category _____

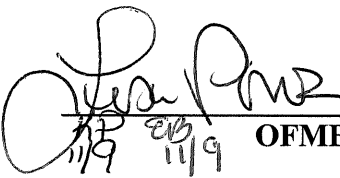
B. Recommended Sources of Funds/Summary of Fiscal Impact:

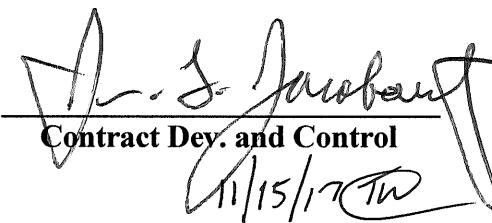
The fiscal impact associated with this contract shall be funded by FY 2018 ad valorem (\$200,000) and contingency reserves (\$50,000).

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 11/13/17
OFMB

 11/15/17
Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

 11/17/17
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 _____, 2017, by and between the Cultural Council of Palm Beach County, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Council") whose Federal Identification Number is 59-1862336, and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (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, 2017, and shall terminate September 30, 2018. 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 Exhibit A (guidelines for C-I) attached hereto and made a part hereof.
5. The County shall provide an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) to fund certain activities of these organizations as determined by the Council pursuant to a process established herein and approved by County. Of the \$250,000 in County funding, up to Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500) 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 15% 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 2017-2018 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 2017-2018.
 - d. 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 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 goods 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 from 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, genetic information, 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 has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Council does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Council will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.
 - c. 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 and the Palm Beach County Code of Ethics, 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 this 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 the 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 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, County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, FL 33401

As to Council: Rena Blades, President and CEO
Cultural Council of Palm Beach County, Inc.
601 Lake Ave
Lake Worth, FL 33460

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.

30. Remedies. This Agreement shall be governed by the Laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Council.

31. Regulations: Licensing Requirements. The Council shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Council is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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

ATTEST:

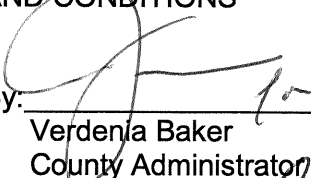
Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO TERMS
AND CONDITIONS


By:  _____
Verdenia Baker
County Administrator

Witness

By: _____

By:  _____
Rena Blades, President and CEO
Cultural Council of Palm Beach County, Inc.

Witness

By:  _____
Wendy Boucher

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

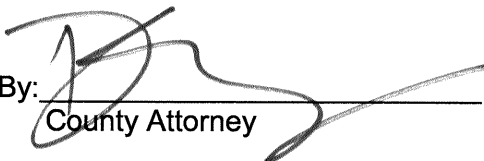
By:  _____
County Attorney

Exhibit A



Cultural Development Fund: Small or Emerging Organizations, Community Cultural Projects 2017-2018 Application Guidelines

INTRODUCTION

In 1998, the Palm Beach Board of County Commissioners designated funding to finance cultural activities throughout the County. These funds are for Palm Beach County based nonprofit organizations to promote and expand cultural activities for residents. The Fund is designated Category CI. The Cultural Council of Palm Beach County administers the Category CI program under contract with the Board of County Commissioners. Total program funding is dependent upon County Commission approval each fall.

GRANT DEADLINES

Applications for 2017-18 funding will be accepted July 7, 2017 and November 3, 2017. Applicants may apply only once for fiscal year 2017-18 funding and all granted funds must be expended by September 15, 2018, regardless of the application deadline selected. The pool of available funds will be divided over the two application review cycles. Funds will not be allocated on a first-come, first-served basis. See the table below:

Application Deadline	Award Made	Funds to be used by:
July 7, 2017	September 2017	September 15, 2018
November 3, 2017	January 2018	September 15, 2018

HOW TO APPLY

Applications will be accepted online only. A link to the online application system is provided on the Council's website in the Category CI Application Toolkit:
<http://bit.ly/C1webpage>.

MISSION

The grant program is designed 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. Small organizations that are stable are encouraged to apply as well as emerging organizations that have the potential to grow into future mid-sized organizations.

OBJECTIVE

The objective of this grant program is to promote arts and culture. Qualified art and cultural programs should include concentrated outreach to:

- 1) Multi-cultural populations to enhance and/or expand cultural activities
or
- 2) Children and youth to use innovative strategies in arts education or arts integration.

ELIGIBLE ORGANIZATIONS

The grant program is open to:

- Nonprofit cultural organizations
- Nonprofit community-based non-cultural organizations planning a cultural project
- Rural municipalities (as defined by REDI)

Nonprofit Cultural Organizations

Definition: A “**cultural organization**” is defined as a nonprofit organization whose primary mission and more than **75%** of its annual operating expenses are dedicated to cultural activities: the arts, literature, history, or natural science.

Nonprofit Community-Based Organizations planning a Cultural Project

Definition: A “**community-based non-cultural organization**” is defined as a nonprofit 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 other causes such as health, social welfare, housing and rehabilitation. Cultural projects include: the arts, literature, history, or natural science. See complete definition of ‘cultural project’ in definitions.

Rural Municipalities

Definition: A “**rural municipality**” is defined by the Rural Economic Development Initiative (REDI) to include only Belle Glade, Pahokee and South Bay in Palm Beach County. Partnerships with cultural organizations and/or professional artists and artists associations are highly encouraged that seek to increase the quality of the cultural experience for participants.

ELIGIBLE PROGRAMS AND CULTURAL PROJECTS

Definition: A “**cultural program**” is defined as performances, festivals, exhibitions and/or education planned, produced, presented and promoted on a regular interval or basis such as weekly or monthly, involving the arts, literature, history, or natural science.

Definition: A “**cultural project**” is defined as performances, festivals, exhibitions, and/or arts and cultural education involving the arts, literature, history, or natural science, 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 or arts integration.

METHOD

This grant program is reimbursement-based. Recipients of the grant will make expenditures in the areas of artist fees, production expenses, exhibition costs, educational and/or marketing expenses and then submit receipts to be reimbursed for allowable expenses. See Reimbursement Guidelines for allowable and disallowable expenses.

FUNDING LEVELS:

Funding For Cultural Organizations

Organizations that meet the criteria defined above as “cultural” may request funding based on operating revenues (including in-kind support) for the last completed fiscal

year as verified by the IRS Form 990 and/or the organization’s financial documents. There are three levels of funding:

Level	Operating Revenue	Maximum Grant Request
I	\$25,000 - \$100,000	\$5,000
II	\$100,001 - \$200,000	\$10,000
III	\$200,001 and above	\$15,000

Funding for Non-Cultural Organizations and REDI Defined Municipalities

Organizations that meet the criteria defined above as “non-cultural” may request funding based on operating revenues for the last completed fiscal year as verified by the IRS Form 990 and/or the organization’s financial documents. There are three levels of funding:

Level	Operating Revenue	Maximum Grant Request
I	\$50,000 - \$200,000	\$5,000
II	\$200,001 - \$500,000	\$10,000
III*	\$500,001 – \$1,000,000	\$10,000

***Level Three:** 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.

MATCH REQUIREMENT

All nonprofit organizations that apply for this grant must provide matching dollars for the proposed program or project. Matching funds may be cash or in-kind, subject to review. **In-Kind Support:** Paid or given in goods, commodities, or services instead of money. NOTE: do not include hours worked by volunteers as in-kind support. In-Kind support should be recorded both as revenue and as an expense in the application budget section. It should be indicated as in-kind in the budget Exhibit.

Match Requirement for Cultural Organizations

Cultural organizations must show a \$1:1 match that equals the requested grant amount. For every dollar that is requested from the Cultural Council, the organization must show an equal or greater amount of revenue coming from another source. For example, if an organization requests \$5,000, the total budget for the funded program should be at least \$10,000.

Match Requirement for Non-Cultural Organizations and REDI Defined Municipalities

Non-cultural organizations must show a \$2:1 match for the requested grant amount. For every dollar that is requested from the Cultural Council, the organization must show two dollars or more coming from another revenue source. For example, if an organization requests \$5,000, the total budget for the funded program should be at least \$15,000.

DEADLINES

The deadlines for application are 11:59 pm on **July 7, 2017 or November 3, 2017**, for the grant period beginning October 1, 2017 and ending September 30, 2018.

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. *Failure to meet the November 3, 2017 deadline will result in the application not being accepted for the 2017-2018 fiscal year.*

GRANT REQUIREMENTS

1. Location: primary location of organization is in Palm Beach County
2. Years in Operation: at least one year in operation as a nonprofit organization in Palm Beach County
3. Register with Guidestar and have documented Internal Revenue Service nonprofit, tax-exempt status 501(c)(3) or 501(c)(4)
4. Propose an eligible cultural program or cultural project.
5. Board of Directors: have a Board of Directors composed of at least one-half Palm Beach County residents, meeting on a regular basis
6. Operating revenue: eligible Cultural Organizations must have a minimum of \$25,000 in operating revenue. Eligible Non-cultural Organizations must have a minimum of \$50,000 in operating revenue and must not exceed \$1 million in operating revenue.
7. Cash Match: Provide a program budget inclusive of the required cash match.

GRANT EXCLUSIONS

1. Overdue Reports: Applications will not be accepted from organizations that have outstanding overdue reports on prior Cultural Council grants. Compliance issues must be resolved in order for an application to be considered for funding.
2. Competing Grant Applications: Applications will not be accepted from organizations who have applied for a *Cultural Development Fund* or *Cultural Tourism Development Fund* grant in the same fiscal year; or are receiving *Cultural Tourism Development Fund* grant money in the same year.
3. Unit of Government: Applications will not be accepted from organizations that are units of county or municipal government such as public schools, library systems, city special events departments and like entities. The only exceptions are rural municipalities as defined by the Rural Economic Development Initiative (REDI).
4. Re-Granting: Applications will not be accepted for organizations to provide grants to individuals or organizations. Scholarships to youth for the purpose of arts and cultural education are acceptable.
5. Unit of School or School Foundation: Applications will not be accepted from public or private schools, or school foundations.

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.
This is determined by program description, resumes of artists and/or cultural instructors and/or cultural staff, quality of support materials, etc.

Maximum 35 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.
This is determined by the organization's ability to reach its target audience with an intention of diversity, inclusion, and social equity in the participants, expected outcomes, and marketing or PR efforts if appropriate.

Maximum 35 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.
This is determined by financial information, staff and volunteer resumes, support letters, board of directors, history of organization.

Maximum 30 points

RUBRIC VALUATION

VALUE	DESCRIPTION	SCORE
Excellent	Strongly demonstrates public value of arts and culture. Merits investment of Palm Beach County funding.	88-100
Good	Satisfactorily demonstrates public value of arts and culture. Merits investment of Palm Beach County funding	75-87
Fair	Does not sufficiently demonstrate public value of arts and culture. Does not merit investment of Palm Beach County funding	61-74
Weak	Makes an incomplete or inadequate case for the public value of arts and culture. Does not merit investment of Palm Beach County funding. Information is confusing, unclear and lacks specific details.	0-60

(1) Maximum 35 points for Cultural and artistic excellence and merit of program:

Panelists will consider the following information when evaluating for Cultural Excellence.

Excellent 32-35 points	Good 28-31 Points	Fair 22-27 Points	Weak 0-21 points
Two year history of cultural exhibits, programs and/or productions clearly reflects excellence.	Two year history of cultural exhibits, programs and/or productions reflects excellence.	Less than two year history of cultural exhibits, programs describes excellence.	The history of cultural exhibits and programs is omitted from proposal.
Mission statement clearly describes organization and programs/activities fully support the mission.	Mission statement describes organization and programs/activities fully support the mission.	Mission statement describes organization and programs/activities do not fully support the mission.	Mission statement does not clearly describe organization and programs/ activities do not

			fully support the mission.
The program sustains and advances the cultural form and mission while making it available to a wider, more diverse audience.	The program sustains and advances the cultural form and mission while making it available to a wide audience.	The program sustains the cultural form and mission while making it available to a wide audience.	The program does not sustain the cultural form and mission. There is no evidence of a diverse audience.
Specific efforts are clearly demonstrated to expand the field or discipline in which it specializes.	Specific efforts are demonstrated to expand the field or discipline in which it specializes.	Unclear and confusing efforts are demonstrated to expand the field or discipline in which it specializes.	No efforts are demonstrated to expand the field or discipline in which it specializes.

(2) Maximum 35 points for Impact on the Community:

Panelists will consider the following information when evaluating Impact on the Community:

Excellent 32-35 points	Good 28-31 Points	Fair 22-27 Points	Weak 0-21 points
Well-defined explanation of how the program addresses the community needs, including an intention of diversity, inclusion, and social equity.	Explanation of how the program addresses a community need.	Confusing explanation of how the program addresses a community need.	Undefined or lack of explanation of how the program addresses a community need.
Well-defined expected outcomes, including targets and indicators.	Defined expected outcomes lacking detail about targets and indicators.	Confusing Community target population, expected outcomes, outcome targets and outcome indicators.	Undefined or lack of community target population, expected outcomes, outcome targets and outcome indicators.
Clear strategy to monitor and evaluate the program with measurable goals.	Strategy to monitor and evaluate the program.	Confusing strategy to monitor and evaluate the program.	Undefined or lack of strategy to monitor and evaluate the program.

(3) Maximum 30 points for Ability to carry out program or project:

Panelists will consider the following information when evaluating Ability to carry out the program or project:

Excellent 27-30 points	Good 24-26 Points	Fair 19-23 Points	Weak 0-18 points
There is clear evidence that the organization is following best practices in governance, operations and program implementation.	There is clear evidence that the organization is following some best practices in governance, operations and program implementation.	There is little evidence that the organization is following best practices in governance, operations and program implementation.	There is no evidence that the organization is following best practices in governance, operations and program implementation.

REIMBURSEMENT GUIDELINES

Organizations approved for funding will receive grant dollars through a reimbursement process as expenses occur beginning October 1, 2017 and ending September 15, 2018. *The grantee should have sufficient funds in place to pay for expenses and provide required proof of payment before submitting for reimbursement.* The reimbursement process can take 30-45 days before payment is available. Reimbursement Guidelines will be published in the Grantee Toolkit on the Category CI webpage.

Allowable Expenses:

Allowable expenses that may qualify for reimbursement include, but are not limited to, the following:

1. Artists and other fees directly related to program/festival.
2. Marketing expenses directly related to the program, including outside professional marketing services.
3. Production and technical expenses directly related to the program.
4. Space rental directly related to the program.
5. Advertising and printing costs directly related to the program.
6. Materials/Supplies/Artists Travel directly related to the program.
7. Pre-payments made prior to the grant period for allowable expenses directly related to program occurring during the grant period, deposits required by contracts, or if there is a savings resulted, services are essential to the program, or goods or services are available only if advance payment is made.

Disallowable Expenses

Expenses that do not qualify for reimbursement include, but are not limited to, the following:

1. General operating or administrative expenses, including travel, salaries, and benefits not related to the program
2. Rent of building, renovation, or remodeling of facilities.
3. Purchase of permanent equipment, including musical instruments
4. Program publications which include solicited advertising
5. Advertising and/or public relations items which do not mention the specific Program
6. Advertising/printing expenses which omit the Cultural Council and County Logos and/or recognition
7. Food expenses
8. Any payments to students for services rendered
9. Any awards, prizes, or contributions
10. Other non-program related expenses

THE GRANT APPLICATION

The Application link can be found on the Cultural Council's website in the Application Toolkit for Category CI. Website link: <http://bit.ly/C1webpage>.

Application Exhibits

☐ Application Exhibit B1 – Projected Program Budget Workbook is downloadable from the Application Toolkit on the website. Note that in-kind revenue must be described on sheet 2 of the Exhibit B1 budget workbook.

Contractual Documentation

- ☐ Authorized Signatory – Provide proof of person(s) authorized to sign contracts by submitting information from the Florida Department of State, Division of Corporations found at www.sunbiz.org. Include registration copy, board resolution or other evidentiary document.
- ☐ Current State of Florida Solicitation License from the Department of Agriculture. [Enter the License number in the application].
- ☐ The organization's most recent IRS form 990. An auditor's compilation or review will be acceptable in the place of the 990.

- Financial Balance Sheets and Profit and Loss Statements approved and signed by the board treasurer for the last complete fiscal year AND the current partial year, also signed by the board treasurer. Upload all financials as one document. The Council may request additional documentation upon review.
- If the organization had an operating deficit in the last completed fiscal year, please provide a Management Deficit Reduction Plan, signed by the Executive Director and the Board Treasurer.

Supplemental Materials – Optional

- One Letter of Support
- One of the following: An Annual Report; Program Brochure; or a review
- Additional Supporting Documents or photos– brochures, reviews, links to videos, etc. Limit 5

APPLICATION TRAINING

- **Webinar** – a live webinar will be hosted at 10:00 am on **September 22, 2017**. To register for the webinar, go to this link:
<https://attendee.gotowebinar.com/register/1725664092511733506>.

Attendance at training is not mandatory, but STRONGLY recommended. For organizations that participate in training, staff will provide a review and an opportunity to make corrections to the application after it has been received. Organizations that opt out of the training will NOT have the opportunity to make any changes to their application once it has been received. All of staff's findings that go uncorrected will be forwarded on to the panel. If you watch the recorded webinar training after September 22, 2017, you must notify Wendy Boucher at wboucher@palmbeachculture.com so that your "attendance" may be recorded.

FOR MORE INFORMATION

Contact:

Wendy Boucher, Grants Manager at (561) 214-8092 or send an email to:
wboucher@palmbeachculture.com.

Or

Kate Rhubee, Grants Administrator at (561)-214-8087 or send an email to:
krhubee@palmbeachculture.com.

Or

Jan Rodusky, Chief Grants Officer at (561) 471-1513 or send an email to:
jrodusky@palmbeachculture.com.

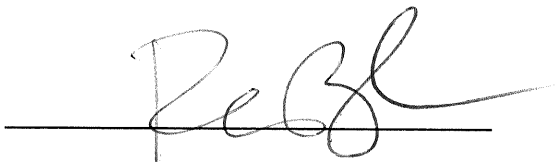
November 9, 2017

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

To Whom It May Concern:

The Cultural Council of Palm Beach County, by signing this statement, hereby agrees to conform to Palm Beach County Resolution R-2014-1421, as may be amended, and acknowledges that it is the policy of the Board of County Commissions of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability or genetic information.

A copy of the Cultural Council's written non-discrimination policy is attached.

A handwritten signature in black ink, appearing to read 'R. Blades', is written over a horizontal line.

Rena Blades
President and CEO

**CULTURAL COUNCIL
OF
PALM BEACH COUNTY**

EMPLOYEE HANDBOOK

EFFECTIVE MAY 2015



2.1.2.1 Full-Time Regular

Employees scheduled to work a minimum of 30 hours per week for an indefinite period are considered Full-Time Regular and are eligible for all benefits offered by the Cultural Council.

2.1.2.2 Part-Time Regular

Employees scheduled to work fewer than 30 hours per week for an indefinite period of time are considered Part-Time Regular and are not eligible for most benefits except for those mandated by law and some supplemental benefits that can be purchased by the employee.

2.1.2.3 Temporary

Employees hired to work for a specified period of time are considered Temporary and are not eligible for benefits except for those mandated by law.

2.1.2.4 Exempt and Non-Exempt Employees

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent change to your classifications.

2.1.2.5 Non-Exempt Employees

Those employees covered by the FLSA act, who are paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in the workweek.

2.1.2.6 Exempt Employees

Those employees not covered by FLSA act. Employees classified as exempt do not receive overtime pay.

2.1.3 Equal Employment Opportunity

The Cultural Council maintains a policy of nondiscrimination with all employees and applicants for employment. Employment decisions, including decisions regarding recruitment, hiring and promotions, will be based on factors consistent with the principle of equal employment opportunity such as merit, competence and qualifications and will not be influenced in any manner by race, color, religion, sex, age, national origin, physical or mental disabilities, marital status, veteran status, sexual orientation, gender identity, or any other characteristics protected by applicable federal, state or local laws. Likewise, the administration of all other personnel

matters such as compensation, benefits, reduction-in-force, training, education and recreation programs will be without regard to such characteristics.

2.1.3.1 Americans with Disabilities Act (ADA)

The Cultural Council complies with all applicable federal, state and other laws concerning the employment of persons with disabilities. The Cultural Council does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The Cultural Council will not tolerate harassment on the basis of disability. Any concerns regarding discrimination or harassment on the basis of disability should be reported to your supervisor or to the CEO and are protected under the Cultural Council's policies forbidding retaliation.

2.1.3.2 Probationary Period

The Cultural Council hires only U.S. citizens and lawfully authorized alien workers. As required by federal law, new hires must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three days of employment and employees with work visas that have an expiration date must provide continued proof of a valid visa or work authorization or face termination.

The probationary period for new employees is 90 days from the date of hire. During this time, the employee has the opportunity to evaluate the new work environment and the Cultural Council has the opportunity to evaluate the new hire as an employee. This probationary period does not represent a guarantee of continued employment. Termination can take place at any time during or after the probationary period, with or without cause.

During the probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also become eligible for the Cultural Council benefits subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for details on eligibility requirements.

2.1.4 Compensation

2.1.4.1 Payroll

Paydays are on the 15th day and the last working day of each month for the semi-monthly period just ended. If the 15th day falls on a weekend, the payday will be the Friday before the 15th. Upon hire, employees are asked to promptly provide information for direct deposit of their paychecks.

The Cultural Council will deduct Federal Withholding Taxes, FICA, Medicare, garnishments and any additional approved deductions requested by the employees in an e-mail to the CFO.

November 9, 2017

Irwin Jacobowitz
OFMB
Palm beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

Dear Mr. Jacobowitz:

This letter is to advise you that the Cultural Council owns no vehicles as a result we are providing insurance coverage for hired and non-hired vehicles only.

Sincerely,

A handwritten signature in black ink, appearing to read 'ReBl', with a long horizontal flourish extending to the right.

Rena Blades
President and CEO



CERTIFICATE OF LIABILITY INSURANCE

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 have ADDITIONAL INSURED provisions or 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 Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217 Joseph O. Gendelman	262-478-1000	CONTACT NAME: Carolyn Rabbitt PHONE (A/C, No, Ext): 262-478-1000 FAX (A/C, No): 262-478-1001 E-MAIL ADDRESS: crabbitt@gendelman.com
INSURED Cultural Council of Palm Beach County Inc. 601 Lake Ave Lake Worth, FL 33460		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co INSURER B : Transportation Ins. Co. INSURER C : Travelers Casualty & Surety INSURER D : INSURER E : INSURER F :
		NAIC # 18058 20494 25674

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		PHPK1695478	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1695478	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB596208	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC434648557	10/01/2017	10/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	D&O Liability			105680141	10/01/2016	10/01/2019	see below
A	Crime			PHPK1695478	10/01/2017	10/01/2018	

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

Directors & Officers Liability Limit - \$1,000,000 / \$2,500 Deductible
Employment Practices Liability Limit - \$1,000,000 / \$2,500 Deductible
Fiduciary Liability Limit - \$1,000,000 / No Deductible
Crime Limit \$1,000,000 / \$10,000 Deductible
Palm Beach County is additional insured with respects to General Liability

CERTIFICATE HOLDER Palm Beach County c/o Tourist Development Council 1555 Palm Beach Lakes Blvd Suite 900 West Palm Beach, FL 33401	CANCELLATION 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 <i>Bruce Gendelman</i>
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2018-0176

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1 pages
BGEX 092617*1860

FUND 0001 Capital Outlay Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/07/2017	REMAINING BALANCE
<u>EXPENDITURES</u>								
743-7136-8201	Contributions Other Govt. Agency	200,000	200,000	50,000	0	250,000	0	250,000
820-9900-9901	Contingency Reserves	20,000,000	19,960,500	0	50,000	19,910,500	0	19,910,500
Total Appropriations & Expenditures				50,000	50,000	0		0

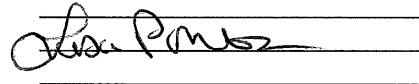
Office of Community Revitalization

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures



Date

11/13/17

By Board of County Commissioners
At Meeting of 11/21/2017

Deputy Clerk to the
Board of County Commissioners