

Agenda Item #: **3CC2**

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 09/12/2023 Consent Regular
 Workshop Public Hearing

Department

Submitted By: **TOURIST DEVELOPMENT COUNCIL**
Submitted For: Cultural Council for Palm Beach County, Inc.

I. EXECUTIVE BRIEF

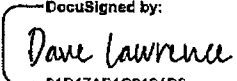
Motion and Title: Staff recommends motion to approve: An Agreement with the Cultural Council for Palm Beach County, Inc., ("Culture Council") in the amount of \$300,000 authorizing the Cultural Council to award and administer grants to community-based, non-profit cultural organizations for Category C-I projects, and authorizing reimbursement of the Cultural Council for the costs of administering and monitoring the grants for the term October 1, 2023 - September 30, 2024.

Summary: Palm Beach County shall provide a total of \$300,000 to the Cultural Council, including \$255,000 to fund Category C-I (Small and Emerging Organizations, Children's and Multicultural) projects of non-profit organizations pursuant to a grant process approved by County, and \$45,000 to be utilized for Cultural Council administration expenses. The Cultural 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. Countywide (YBH).

Background and Justification: Since 1998, the Board of County Commissioners has provided Category C-I Cultural Council grants to community-based non-profit cultural organizations serving County residents through cultural programs, festivals and arts education. For Fiscal Year 2024, the Cultural Council is requesting the County designate \$300,000 for certain programs, not tied to tourist development that would be administered through the Agreement with the Cultural Council to monitor these funds by implementing the Cultural Council Category "C-I" grant process.

Attachments:

1. Agreement with Exhibit A
2. Letter of Insurance & Certificate of Insurance

Recommended By:  Date: 8/15/2023
President and CEO, Cultural Council

Approved By:  Date: 8/22/23
County Administrator

**PALM BEACH COUNTY
CATEGORY C-1 AGREEMENT**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2023, by and between the Cultural Council of Palm Beach County, Inc., a Florida not-for-profit corporation, d/b/a Cultural Council for Palm Beach County, 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 hereinafter referred to as "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 agent shall be the COUNCIL's CEO or designee.
3. The term of this Agreement shall commence on October 1, 2023, and shall terminate September 30, 2024. 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 ("Grantees") for the Grantees' cultural PROGRAMS as more specifically described herein and in **Exhibit A** (guidelines for Category C-I) attached hereto and made a part hereof.
5. The COUNTY shall provide Three Hundred Thousand Dollars (\$300,000) to the COUNCIL to be allocated as follows: A) Two Hundred Fifty-Five Thousand Dollars (\$255,000) shall be allocated to fund Category C-I (Small and Emerging Organizations, Children's and Multicultural projects) grant PROGRAMS; and B) Forty-Five Thousand Dollars (\$45,000) shall be allocated to reimburse the COUNCIL for administration costs of the grants ("Administration Funds"). The grant projects shall be funded pursuant to a grant administration process as described in this Agreement and approved by COUNTY.
6. The COUNCIL shall administer a grant panel following guidelines developed for the implementation and administration of the 2023-2024 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 2023-2024.
 - d. Has submitted a completed application.
8. The COUNCIL shall monitor and conduct an evaluation of compliance with this Agreement. COUNCIL shall provide County representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TOURIST DEVELOPMENT COUNCIL staff and board members, , and guests (collectively, COUNTY REPRESENTATIVES) full access, including but not limited to parking, meals and entertainment, without cost to the

PROGRAMS and to any other key stakeholder events to observe, encourage, and/or monitor the Grantee's program, procedures, and operations under this Grant, or to discuss the PROGRAMS with the Grantee's personnel. Such participation shall be reasonable relative to any such Program's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with the COUNCIL. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the COUNCIL shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROGRAMS and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

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.

The COUNTY's obligation under this Agreement shall be limited to the funding amount set forth in paragraph 5 above. 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 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 satisfactory to the Clerk 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 amount 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 and approves payment in accordance with law, subject to the conditions, if any, attached to said approval.

9. Availability of Records. During the term of this Agreement and for three (3) years thereafter, 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.
10. 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.
11. 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 certifications 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 to the extent allowed by the insurer, 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.
 - a. Comprehensive General Liability Insurance. The COUNCIL shall maintain during the life of this Agreement, comprehensive general liability insurance, including contractual liability insurance, employee fidelity 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 directly employed by or contracting with the COUNCIL.
 - b. 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 by the COUNCIL or by anyone directly or indirectly employed or retained by the COUNCIL.

- c. Worker's Compensation Insurance. The COUNCIL shall maintain during the life of this Agreement, adequate workers' 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.
 - d. Fidelity Bond. The COUNCIL shall maintain during the term of this Agreement, and any renewal thereof, a Third-Party Commercial Fidelity Bond in the amount of \$1,000,000 written on a blanket basis covering all officers, employees and agents who have custody of or access to any revenues, monies, or finances. Such bonds shall include or be endorsed to cover "third party" liability and name Palm Beach County as an additional insured.
 - e. Directors and Officers. The COUNCIL will maintain during the terms of this Agreement, and any renewal thereof, Directors and Officers insurance in an amount of \$1,000,000.
12. Indemnification for Negligent Acts or Omissions. The COUNCIL shall indemnify, save, defend 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, contractors 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.
13. Additional Indemnification. 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, its employees or agents, not included in the paragraph above and for which the COUNTY, its officers, employees, servants, and agents are alleged to be liable.
14. Non-Discrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the COUNCIL warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Contract, the COUNCIL represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the COUNCIL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the COUNCIL retaliate against any person for reporting instances of such discrimination. The COUNCIL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The COUNCIL understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the COUNCIL from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. COUNCIL shall include this language in its subcontracts.

15. 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.
16. 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.
17. 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

18. 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.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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: Dave Lawrence, President and CEO
Cultural Council for Palm Beach County, Inc.
601 Lake Ave
Lake Worth Beach, 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.

32. Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if COUNCIL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY. If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by COUNCIL, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

33. E-verify – Employment Eligibility. COUNCIL warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of COUNCIL's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers

34. COUNCIL shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. COUNCIL shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This

provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that COUNCIL has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that COUNCIL's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify COUNCIL to terminate its contract with the subconsultant and COUNCIL shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, COUNCIL shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such agreement termination, COUNCIL shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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

ATTEST:

JOSEPH ABRUZZO
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY
BOARD OF COUNTY COMMISSIONERS

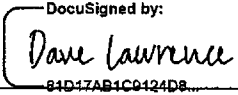
By: _____
Deputy Clerk

By: _____
Gregg Weiss, Mayor

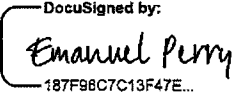
(SEAL)

ATTEST:

The Cultural Council of Palm Beach County, Inc.

By:  _____
David B. Lawrence, President and
CEO

APPROVED AS TO TERMS AND
LEGAL CONDITIONS:

By:  _____
Emanuel Perry, Director
Tourist Development Council

APPROVED AS TO FORM AND
SUFFICIENCY:

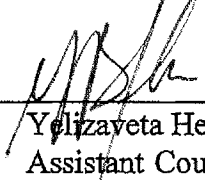
By:  _____
Yelizaveta Herman
Assistant County Attorney

EXHIBIT A



Arts. Sciences. History. Community.

**Cultural Development Fund:
Small or Emerging Organizations, Community Cultural Projects**

2023-2024 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 for 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 2023-24 funding will be accepted through July 14, 2023. All granted funds must be expended by September 15, 2024. Your program must take place after you receive your award but before September 15, 2024.

HOW TO APPLY

Applications will be accepted online only. A link to the online application system "Grant Portal" is provided on the Council's website Category CI web page: <https://www.grantinterface.com/Home/Login?urlkey=ccpbc>

MISSION

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

OBJECTIVE

The objective of this grant program is to provide financial support for the creation and delivery of engaging cultural programs and projects. Additionally, the program aims to build the capacity of small and emerging organizations.

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 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 science. See complete definition of 'cultural project' in definitions in the Application Toolkit on the Cultural Council website.

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 involving the arts, literature, history, or science.

Definition: A "**cultural project**" is defined as performances, festivals, exhibitions, and/or arts and cultural education involving the arts, literature, history, or science, planned, produced, and presented by the organization that includes outreach to communities of color 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 in the Grantee Toolkit on the Cultural Council website.

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. 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. Additional documents may be requested.

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 deadline for applications is **July 14, 2023** for the grant period beginning October 1, 2023 and ending September 30, 2024. 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. Applications must be submitted and funding awarded by the panel prior to the start of the funded project.

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 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 documents in the online application.
- 5 Include Current State of Florida Solicitation from the Department of Agriculture - enter license number in the online application.
- 6 Propose an eligible cultural program or cultural project, which must take place in Palm Beach County.
- 7 Board of Directors: have a Board of Directors composed of at least one-half Palm Beach County residents, meeting on a regular basis.

- 8 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.
- 9 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 Tourist Development Fund for Cultural Tourism or Tourist Development Fund for Cultural Marketing 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	Two year history of cultural exhibits, programs and/or productions	Less than two year history of cultural exhibits, programs describes excellence.	The history of cultural exhibits and programs is omitted from

reflects excellence. Mission statement clearly describes organization and programs/activities fully support the mission.	reflects excellence. Mission statement describes organization and programs/activities fully support the mission.	Mission statement describes organization and programs/activities do not fully support the mission.	proposal. 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	Strategy to	Confusing strategy to	Undefined or lack

monitor and evaluate the program with measurable goals.	monitor and evaluate the program.	monitor and evaluate the program.	of strategy to monitor and evaluate the program.
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(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, 2023 and ending September 15, 2024. *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 45-60 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. Payments to students.
9. Any awards, prizes, or contributions.
10. Other non-program related expenses.

Application Exhibits

The Application Exhibits B1 –B3, 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 budget workbook and any surplus/shortfall on sheet 3.

Contractual Documentation

1. 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 documents.
2. Current State of Florida Solicitation License from the Department of Agriculture. Enter the license number in the application.
3. The organization's most recent IRS form 990. An auditor's compilation or review will be acceptable in the place of the 990.
4. Financial Statements, Balance Sheet and Profit and Loss Statements approved and signed by the board treasurer for the most recent fiscal year. Upload all financials as one PDF. The Council may request additional documentation upon review.
5. 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.
6. If the organization's most recent completed fiscal year shows an operating budget decrease of greater than 25% from the prior year, please provide an explanation letter signed by 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 (Limit 5)– brochures, reviews, links to videos, etc.

APPLICATION TRAINING

An application training presentation will be delivered at 2 p.m. on June 23, 2023. Please RSVP to grants@palmbeachculture.com. While attending the training is not required, it is highly recommended.

FOR MORE INFORMATION

Contact:

Vicky Jackson, Director of Grants at (561) 214-8087 or email vjackson@palmbeachculture.com

Attachment 2



July 19, 2023

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,



Dave Lawrence
President and CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2022

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. 2404 Florida Avenue West Palm Beach FL 33401-7866	CONTACT NAME: Carolyn Haggerty-Taylor PHONE (A/C No, Ext): 262-478-1000 E-MAIL ADDRESS: chtaylor@gendelman.com	FAX (A/C, No): 262-478-1001
	License#: L003035 CULTCOU-01	
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	NAIC # 18058
	INSURER B: Transportation Ins. Co.	NAIC # 20494
	INSURER C:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 30506334** **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
X	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 OTHER:			PHPK2453141	10/1/2023	10/1/2023	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2453141	10/1/2023	10/1/2023	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB828694	10/1/2023	10/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC434648557	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County is included as an Additional Insured with respects to General Liability

CERTIFICATE HOLDER Palm Beach County c/o Tourist Development Council 2195 Southern Blvd Suite 500 West Palm Beach FL 33406	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 
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POLICY NO. 105680141

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

LIABILITY COVERAGES, SEPARATE LIABILITY COVERAGES, AND THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS AND COVER ONLY CLAIMS MADE AGAINST INSUREDS DURING THE POLICY PERIOD.

THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1 NAMED INSURED/INSURANCE REPRESENTATIVE:

Cultural Council of Palm Beach County, Inc.

D/B/A:

Principal Address:
601 Lake Avenue
LAKE WORTH, FL 33460

ITEM 2 POLICY PERIOD:

Inception Date: October 01, 2022 Expiration Date: October 01, 2025
12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.

ITEM 3 ADDRESS INFORMATION FOR NOTICES TO COMPANY:

Email: BS1claims@travelers.com
Fax: 1-888-460-6622

Mail: Travelers Bond & Specialty Insurance Claim
P.O. Box 2989
Hartford, CT 06104-2989

Overnight Mail: Travelers Bond & Specialty Insurance Claim
One Tower Square, S202A
Hartford, CT 06183

For questions related to claim reporting or handling, please call 1-800-842-8496.

ITEM 4 COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:

Liability Coverages (subject to LIA-3001 Terms & Conditions)

Non-Profit Organization Directors and Officers Liability

Employment Practices Liability

Fiduciary Liability

Crime Coverages

Crime

ITEM 5

LIABILITY COVERAGES (subject to LIA-3001)

NON-PROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY

Limit of Liability:	\$1,000,000	for all Claims
Additional Defense Coverage:	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all Claims
Retention:	\$0	for each Claim under Insuring Agreement A.
	\$2,500	for each Claim under Insuring Agreement B.
	\$2,500	for each Claim under Insuring Agreement C.
Prior and Pending Proceeding Date:	January 01, 2005	
Continuity Date:	January 01, 2005	

EMPLOYMENT PRACTICES LIABILITY

Limit of Liability:	\$1,000,000	for all Claims
Third Party Claim Coverage:	<input checked="" type="checkbox"/> Applicable	<input type="checkbox"/> Not Applicable
Additional Defense Coverage:	<input type="checkbox"/> Applicable	<input checked="" type="checkbox"/> Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all Claims
Retention:	\$2,500	for each Claim under Insuring Agreement A.
	\$2,500	for each Claim under Insuring Agreement B., if applicable
Prior and Pending Proceeding Date:	Claims for Wrongful Employment Practices:	January 01, 2005
	Claims for Third Party Wrongful Acts:	January 01, 2005

Continuity Date:

Claims for Wrongful Employment Practices:
Claims for Third Party Wrongful Acts:

January 01, 2005
January 01, 2005

FIDUCIARY LIABILITY

Limit of Liability: \$1,000,000 for all **Claims**

Settlement Program Limit of Liability: \$250,000 for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability

HIPAA Limit of Liability: \$1,000,000 which amount is included within, and not in addition to, any applicable limit of liability

Additional Defense Coverage: Applicable Not Applicable

Additional Defense Limit of Liability: Not Covered for all **Claims**

Retention: \$0 for each **Claim** under Insuring Agreement A.
\$0 for each **Settlement Program Notice** under Insuring Agreement B.

Prior and Pending Proceeding Date: October 01, 2011

Continuity Date: October 01, 2011

CRIME COVERAGES

CRIME

INSURING AGREEMENT	SINGLE LOSS LIMIT OF INSURANCE	SINGLE LOSS RETENTION
A. Fidelity		
1. Employee Theft	\$1,000,000	\$10,000
2. ERISA Fidelity	\$1,000,000	\$0
3. Employee Theft of Client Property	\$1,000,000	\$25,000
B. Forgery or Alteration	\$1,000,000	\$10,000
C. On Premises	\$1,000,000	\$10,000
D. In Transit	\$1,000,000	\$10,000
E. Money Orders and Counterfeit Money	\$1,000,000	\$10,000
F. Computer Crime		
1. Computer Fraud	\$1,000,000	\$10,000
2. Computer Program and Electronic Data Restoration Expense	\$100,000	\$10,000
G. Funds Transfer Fraud	\$1,000,000	\$10,000

H. Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	\$100,000	\$0
2. Identity Fraud Expense Reimbursement	\$25,000	\$0
I. Claim Expense	\$5,000	\$0

Policy Aggregate Limit of Insurance: Applicable Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each Policy Period for Insuring Agreements A through H, inclusive, is: Not Applicable

If a Policy Aggregate Limit of Insurance is not included, then this Crime Policy is not subject to a Policy Aggregate Limit of Insurance as set forth in section V. CONDITIONS, B.1.a.

Cancellation of Prior Insurance:

By acceptance of this Crime Policy, the Insured gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable, such cancellation to be effective at the time this Crime Policy becomes effective.

INSURED'S PREMISES COVERED:

All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:

Not Applicable

ITEM 6

PREMIUM FOR THE POLICY PERIOD FOR ALL COVERAGES:

\$18,660.00 Policy Premium for all purchased Coverages
 \$6,220.00 Annual Installment Premium

ITEM 7

TYPE OF CLAIM DEFENSE FOR LIABILITY COVERAGES (subject to LIA-3001):

- Reimbursement
- Duty-to-Defend
- Varies by Coverage - See Expanded Claim Defense Options Endorsement

Only the type of CLAIM DEFENSE marked "" is included in this policy.

ITEM 8

EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: 75%
 Additional Months: 12

(If exercised in accordance with the applicable EXTENDED REPORTING PERIOD condition)

ITEM 9

RUN-OFF EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: 250%
 Additional Months: 36

(If exercised in accordance with the applicable CHANGE OF CONTROL condition)

ITEM 10 ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY FOR LIABILITY COVERAGES SUBJECT TO LIA-3001:

Applicable Not Applicable

Only those coverage features marked " Applicable" are included in this policy.

ITEM 11 FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE FOR ALL COVERAGES:

AFE-19038-1119; ACF-7007-0811; ACF-7006-0511; AFE-19029-0719; AFE-19030-0920; LIA-4049-0109; LIA-3001-0109; EPL-7060-0109; LIA-7097-0109; LIA-19002-1111; LIA-19097-0315; LIA-19137-0517; LIA-4006-0109; NDO-4012-0109; NDO-3001-0109; NDO-7003-0109; NDO-7011-0109; NDO-7019-0109; NDO-7023-0109; NDO-19001-0512; NDO-19006-1112; NDO-19009-0713; NDO-19005-0216; NDO-19016-0517; NDO-19017-0517; NDO-19030-0122; NDO-4002-0310; EPL-4013-0109; EPL-3001-0109; EPL-7062-0109; EPL-7110-0109; EPL-10008-0111; EPL-19020-0712; EPL-19050-0316; EPL-19057-0517; EPL-19058-0517; EPL-19059-0517; EPL-19060-0517; EPL-19063-0319; EPL-4002-0109; FRI-4012-0109; FRI-3001-0109; FRI-19030-0712; FRI-19065-1112; FRI-19086-0414; FRI-19093-1015; FRI-19103-0517; FRI-4002-0410; LIA-7016-0109; LIA-7347-DOL-0110; LIA-7115-0911; CRI-4031-0109; CRI-3001-0109; CRI-7078-0109; CRI-19002-0412; CRI-19060-0713; CRI-19072-0315; CRI-19101-1117; CRI-19115-0519; CRI-19085-0919; CRI-19122-1120; CRI-4029-0210; CRI-7019-0109; CRI-5010-0613; LIA-5009-0310

ITEM 12 LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES (subject to LIA-3001):

Applicable Not Applicable

N/A

for all **Claims** under the following **Liability Coverages** that are subject to the Terms & Conditions in LIA-3001:

If the **Liability Coverages** selected in ITEM 12 are also **Scheduled Coverages** selected in ITEM 13, then the amount of the **Liability Coverage Shared Limit of Liability** set forth in ITEM 12 is part of, and not in addition to, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages** set forth in ITEM 13.

ITEM 13 SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:

Applicable Not Applicable

N/A

for all **Claims** and limits of insurance under the following **Scheduled Coverages**:

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed in ITEM 13 will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

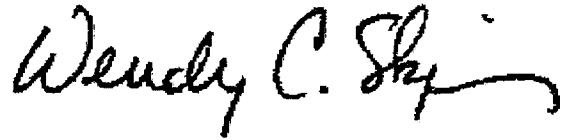
PRODUCER INFORMATION:

GENDELMAN\BRUCE\CO INC
2404 FLORIDA AVE
WEST PALM BEACH, FL 33401

IN WITNESS WHEREOF, the Company has caused this policy/bond to be signed by its authorized officers.



President



Corporate Secretary