FUNDING AGREEMENT FOR FISCAL YEAR 2020-2021 BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.

THIS AGREEMENT is made this 16th day of October, 2020 by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, duly created and operated pursuant to Chapter 163, *Florida Statutes*, (hereinafter referred to as "CRA"), and OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC., a Florida not-for-profit corporation, (hereinafter referred to as the "OSS").

WITNESSETH:

WHEREAS, increasing economic development through community opportunities within the Delray Beach Community Redevelopment Area (District) is essential to the Community Redevelopment Plan; and

WHEREAS, the CRA Board finds that the services and programs provided by the OSS further the goals and objectives of the CRA as contained in the Community Redevelopment Plan, and are in the best interest of the CRA; and

WHEREAS, the CRA will provide funding to the OSS, pursuant to the terms and conditions of this Agreement, in order to assist the OSS with activities that address the goals and objectives contained in the CRA's Community Redevelopment Plan, and the needs and priorities defined by the CRA in the CRA's "A-GUIDE: *Achieving Goals Using Impact Driven Evaluation,*" for which the OSS has applied and which have been awarded according to procedures specified in the A-GUIDE; and

{00398919.1 655-0600180}

WHEREAS, the **CRA** finds that this Agreement serves a municipal and public purpose, is consistent with the Community Redevelopment Plan, and conforms with the requirements of Florida law.

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

1. The recitations set forth above are hereby incorporated herein by reference.

2. The term of this Agreement shall commence upon execution by both parties. The Agreement shall continue in full force and effect until September 30, 2021.

3. The **CRA** shall provide funding to the **OSS** in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Funding Amount"). The funds are to be used by the **OSS** to support its organizational operations, and for the purpose of providing community programs in conformance with the programs/projects within the CRA District specified in the A-GUIDE documents. Quarterly payments in an amount not to exceed One Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$187,500.00) shall be made by the **CRA** to the **OSS**. The **CRA** has the right to withhold the quarterly payment until receipt of documentation from the **OSS**, and until the **CRA** receives all additional information from the **OSS** that the **CRA** deems necessary, in its sole and absolute discretion, to analyze the **OSS's** financial position.

4. Prior to the issuance of quarterly payments by the **CRA** for Fiscal Year 2020-2021, as specified in this Agreement, **OSS** shall provide quarterly program budget and narrative reports to the **CRA**. **OSS** shall use the form, attached as Exhibit "A", in order to document the **OSS's** expenditure of funds and the **OSS's** progress towards

outcomes projected in the Goals & Outcomes Report and Budget. The **OSS** will also be required to submit a Quarterly Balance Sheet. In addition, the **OSS** will also be required to submit a Staffing Update within its Quarterly Reports identifying the total number of both full-time and part-time **OSS** staff employed during the quarter, and which positions were partially or fully funded by the **CRA**'s funds during the quarter. In addition, the **OSS** may be required to present a quarterly update to the **CRA** Board upon request. The program budget and narrative reports shall be provided to the **CRA** no later than January 31, 2021, April 30, 2021, July 31, 2021 and October 31, 2021. In addition, the **CRA** may request that the **OSS** provide any additional information that the **CRA** deems necessary in order to fully evaluate the **OSS** until the **CRA** receives the report and any additional information requested.

5. In the event the **OSS** does not expend funds in accordance with its approved A-GUIDE funding application, attached as Exhibit "B", the **CRA** shall provide written notice to the **OSS** of such deficiency(ies), and the **OSS** shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the **CRA**. Should the **OSS** fail to cure such deficiency(ies) to the satisfaction of the **CRA**, the **CRA** shall be entitled to recoup the portion of the Funding Amount allocated and/or already disbursed to the **OSS**, under the terms of this Agreement. The **CRA** shall have sole and absolute discretion with respect to the determination as to whether **OSS** is expending funds in accordance with its approved A-GUIDE funding application.

6. The **OSS** shall insure that all publicity, public relations, advertisements and signs recognize the **CRA** for the support of all activities conducted with the funds

provided by the **CRA**, including sponsorship of holiday activities. The use of the **CRA** logo is permissible, but all signs or other advertising materials used to publicize **CRA** funded activities must be approved by the **CRA** prior to being utilized. Upon request by the **CRA**, the **OSS** shall provide proof of the use of the **CRA** logo as required by this paragraph for projects funded pursuant to this Agreement.

7. Both the **CRA** and the **OSS** agree that the **OSS** shall at all times act as an independent contractor in the performance of its duties under this Agreement Accordingly, the **OSS** shall be responsible for the payment of all taxes including Federal and State taxes arising out of the **OSS**'s activities in accordance with this Agreement including by way of illustration but not limitation, Federal income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required.

8. The **OSS** hereby gives the **CRA**, through any authorized representative, upon reasonable notice, access to and the right to examine all records, books, papers, or documents relating to the funding provided pursuant to this Agreement. The **OSS** hereby agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **CRA** under this Agreement in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes, as may be amended from time to time. The **OSS** hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to the **CRA**, or if this Agreement is still in force, any subsequent request for payment shall be withheld by the **CRA**.

9. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

10. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

11. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

12. If the **CRA** determines pursuant to the A-GUIDE Logic Model and Evaluation Plan that the **OSS** is not achieving the stated impacts and outcomes, or is otherwise not furthering the **CRA's** goals and objectives, the **CRA** shall provide written notice to the **OSS** of such deficiency(ies), and the **OSS** shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the **CRA**. Should the **OSS** fail to cure such deficiency(ies) to the satisfaction of the **CRA** Board has the right to void the Agreement immediately after delivery of written notice to **OSS**. The **CRA's** Board shall have sole and absolute discretion with respect to the determination as to whether **OSS** is filling the **CRA's** goals and objectives.

13. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Renée A. Jadusingh, Esq., Executive Director 20 N. Swinton Avenue Delray Beach, FL 33444

Telephone No.: (561) 276-8640 Facsimile No.: (561) 276-8558

OSS: Holland Ryan, COO 51 N Swinton Ave Delray Beach, Florida 33444 Telephone No.: (561) 243-7018

14. <u>PUBLIC RECORDS</u>. **OSS** shall comply with the applicable provisions of

Chapter 119, Florida Statutes. Specifically, OSS shall:

(a) Keep and maintain public records required by the **CRA** to perform under this Agreement.

(b) Upon request from the **CRA**'s custodian of public records, provide the **CRA** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **OSS** does not transfer the records to the **CRA**.

(d) Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of the **OSS** or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the **CRA** upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **OSS** keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the **CRA**'s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE OSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OSS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CHRISTINE TIBBS 561-276-8640 TIBBSC@MYDELRAYBEACH.COM 20 NORTH SWINTON AVENUE DELRAY BEACH, FLORIDA 33444

15. Neither the **CRA** nor the **OSS** shall assign or transfer any rights or interest

in this Agreement.

16. This Agreement shall not be valid until signed by the **CRA** Chair.

(This Space is Intentionally Blank; Signature Page to Follow)

IN WITNESS WHEREOF, the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY and OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC. have made and executed this Agreement and have hereunto set its hand the day and year written above.

ATTEST: Print Name: _ wrence RA. lou

OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC., a Florida Not-for-profit Corporation

By: Print Name: Shannon

Title: President @ CEO

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 💹 ms Shirley E. Johnson, Chair

ATTEST:

Renée A. Jadusingh, Esq. CRA Executive Director

APPROVED AS TO FORM:

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CRA General Counsel/

(00398919.1 655-0600180)

EXHIBIT "A" BUDGET AND NARRATIVE REPORT

FY 2020-2021 A-GUIDE Combined Budget and Narrative Report

Combined Budget Report FY 2020-2021

ORGANIZATION NAME:

REPORT PERIOD:

QUARTER:

INCOME	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
	QUARTER:	10/1/20 to 12/31/20			
Fees, Tickets, Registration, etc.				\$-	
Corporate Grants/Contributions				\$-	
Individual Donations				\$-	
Foundation Grants				\$-	
Government - Federal				\$-	
Government- Local/County				\$-	
Government- State				\$-	
In-Kind				\$-	
Interest Income				\$-	
Membership				\$-	
CRA Actual or Requested				\$-	
Other:				\$-	
Other:				\$ -	1 1
Other:				\$-	
Other:				\$-	
Other:				\$-	
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Other:				\$-	
Other:				\$-	
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Other:				\$-	
Other:				\$-	
Other:				\$-	
TOTAL INCOME	\$-	\$-	\$-	\$-	
CRA % of Total Income					
NOTES [.]					

NOTES:

CRA % of projected Total Organization Income may not exceed 25% for FY 2020-2021 unless approved by CRA

ORGANIZATION NAME:

REPORT PERIOD:

QUARTER:

EXPENSES	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
	QUARTER:	10/1/20 to 12/31/20			
Capital Expenditures				\$-	
Conferences & Meetings				\$ -	
Copying & Printing				\$ -	
Equipment Rental/Maintenance				\$ -	
Fringe Benefits				\$ -	
Insurance				\$ -	
Licenses, Registration, Permits				\$ -	
Local Travel		1		\$ -	
Office & Program Supplies		1		\$ -	
Postage & Delivery		i i		\$ -	
Professional Svcs/Consulting		1		\$ -	
Rent/Mortgage & Maintenance				\$ -	
Salaries & Related Taxes				\$ -	
Telecommunication				\$ -	
Utilities				\$ -	
Other:				\$ -	
Other:				\$ -	
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Other:		1		\$ -	
Other:		1		\$ -	
Sub-Total Expenses	\$-	\$-	\$-	\$ -	
% Admin/Indirect Expense				1	
TOTAL EXPENSES	\$-	\$-	\$-	\$-	
NET INCOME	Ś -	\$-	\$-	\$-	
	Y	<i>y</i>	Y	•	

ORGANIZATION NAME:	
REPORT PERIOD:	QUARTER:

NARRATIVE

INCOME	Explanation of Variances
Fees, Tickets, Registration, etc.	
Corporate Grants/Contributions	
Individual Donations	
Foundation Grants	
Government - Federal	
Government- Local/County	
Government- State	
In-Kind	
Interest Income	
Membership	
CRA Actual or Requested	
Other:	

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ORGANIZATION NAME:

REPORT PERIOD:

QUARTER:

EXPENSES	Explanation of Variances
Capital Expenditures	
Conferences & Meetings	
Copying & Printing	
Equipment Rental/Maintenance	
Fringe Benefits	
Insurance	
Licenses, Registration, Permits	
Local Travel	
Office & Program Supplies	
Postage & Delivery	
Professional Svcs/Consulting	
Rent/Mortgage & Maintenance	
Salaries & Related Taxes	
Telecommunication	
Utilities	
Other:	

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:

QUARTER:

INCOME	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
	QUARTER:	10/1/20 to 12/31/20			
Fees, Tickets, Registration, etc.				\$-	1
Corporate Grants/Contributions				\$-	
Individual Donations				\$-	
Foundation Grants				\$-	
Government - Federal				\$ -	
Government- Local/County				\$ -	
Government- State				\$ -	
In-Kind				\$ -	
Interest Income				\$ -	
Membership				\$ -	
CRA Actual or Requested				\$ -	
Other:				\$ -	1
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Other:				\$-	
Other:				\$-	
Other:				\$-	
TOTAL INCOME	\$-	\$-	\$-	\$-	
CRA % of Total Income					

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:	QUARTER				
EXPENSES	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
	QUARTER:	10/1/20 to 12/31/20			
Capital Expenditures				\$-	
Conferences & Meetings				\$-	
Copying & Printing				\$-	
Equipment Rental/Maintenance				\$-	
Fringe Benefits				\$-	
Insurance				\$-	
Licenses, Registration, Permits				\$-	
Local Travel				\$-	
Office & Program Supplies				\$-	
Postage & Delivery				\$-	
Professional Svcs/Consulting				\$-	
Rent/Mortgage & Maintenance				\$-	
Salaries & Related Taxes				\$-	
Telecommunication				\$-	
Utilities				\$-	
Other:				\$-	
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Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Sub-Total Expenses	\$-	\$ -	\$-	\$ -	
% Admin/Indirect Expense					
TOTAL EXPENSES	\$-	\$-	\$-	\$-	
NET INCOME	\$-	\$ -	\$ -	\$-	

ORGANIZATION NAME:	
PROGRAM:	
REPORT PERIOD:	QUARTER:

NARRATIVE

Explanation of Variances

ORGANIZATION NAME:

DDOCDA	ΝЛ.
PROGRA	IVI:

REPORT PERIOD:	QUARTER:
EXPENSES	Explanation of Variances
Capital Expenditures	
Conferences & Meetings	
Copying & Printing	
Equipment Rental/Maintenance	
Fringe Benefits	
Insurance	
Licenses, Registration, Permits	
Local Travel	
Office & Program Supplies	
Postage & Delivery	
Professional Svcs/Consulting	
Rent/Mortgage & Maintenance	
Salaries & Related Taxes	
Telecommunication	
Utilities	
Other:	

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:

QUARTER:

INCOME	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
	QUARTER:	10/1/20 to 12/31/20			
Fees, Tickets, Registration, etc.				\$ -	
Corporate Grants/Contributions				\$-	
Individual Donations				\$-	
Foundation Grants				\$-	
Government - Federal				\$-	
Government- Local/County				\$ -	
Government- State				\$ -	
In-Kind				\$-	
Interest Income				\$ -	
Membership				\$ -	
CRA Actual or Requested				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
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Other:				\$-	
Other:				\$-	
Other:				\$-	
Other:				\$-	
Other:				\$-	
Other:				\$-	
TOTAL INCOME	\$-	\$ -	\$-	\$-	
CRA % of Total Income					

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:	QUARTER:				
EXPENSES	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
	QUARTER:	10/1/20 to 12/31/20			
Capital Expenditures				\$-	
Conferences & Meetings				\$-	
Copying & Printing				\$-	
Equipment Rental/Maintenance				\$-	
Fringe Benefits				\$-	
Insurance				\$-	
Licenses, Registration, Permits				\$-	
Local Travel				\$-	
Office & Program Supplies				\$-	
Postage & Delivery				\$-	
Professional Svcs/Consulting				\$-	
Rent/Mortgage & Maintenance				\$-	
Salaries & Related Taxes				\$-	
Telecommunication				\$-	
Utilities				\$-	
Other:				\$-	
Other:				\$-	
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Other:				\$ -	1 1
Other:				\$ -	
Sub-Total Expenses	\$-	\$-	\$-	\$ -	
% Admin/Indirect Expense					
TOTAL EXPENSES	\$-	\$-	\$-	\$-	
NET INCOME	\$ -	\$ -	\$-	\$-	

ORGANIZATION NAME:	
PROGRAM:	
REPORT PERIOD:	QUARTER:

NARRATIVE

INCOME	Explanation of Variances
Fees, Tickets, Registration, etc.	
Corporate Grants/Contributions	
Individual Donations	
Foundation Grants	
Government - Federal	
Government- Local/County	
Government- State	
In-Kind	
Interest Income	
Membership	
CRA Actual or Requested	
Other:	
Other:	
Other:	
Others	
Other:	
Other:	

ORGANIZATION NAME:	
PROGRAM:	
REPORT PERIOD:	QUARTER:
Other:	

ORGANIZATION NAME:	
PROGRAM:	
REPORT PERIOD:	QUARTER:
EXPENSES	Explanation of Variances
Capital Expenditures	
Conferences & Meetings	
Copying & Printing	
Equipment Rental/Maintenance	
Fringe Benefits	
Insurance	
Licenses, Registration, Permits	
Local Travel	
Office & Program Supplies	
Postage & Delivery	
Professional Svcs/Consulting	
Rent/Mortgage & Maintenance	
Salaries & Related Taxes	
Telecommunication	
Utilities	
Other:	
Other:	
Other:	

ORGANIZATION NAME:	
PROGRAM:	
REPORT PERIOD:	QUARTER:
Other:	



A-GUIDE Nonprofit Partner Application for Funding

EXHIBIT "B" A-GUIDE FUNDING APPLICATION (FULL APPLICATION ON FILE WITH CRA) NOTE: FUNDING REQUEST REVISED BY ORGANIZATION TO \$750,000)

1 Organization Legal Name: Old School Square Center for the Arts, Inc.

2 Address: 51 N Swinton Ave, Del	ray Beach, FL 33444	
3 Telephone: (561) 243-7922	4 Fax: (561)243-7018	5 Website: OldSchoolSquare.org

6 Mission Statement:

To be the community's cultural center, enriching the lives of all people by offering diverse experience in visual and performing art, education and entertainment; nourishing artistic expression and involvement, providing a community gathering place; and preserving our National Historic Site.

7 Executive Leader: Shannon Eadon CEO/President, Holland Ryan COO, Latoya Lawrence Finance Director				
8 Application Contact: Latoya Lawrence 9 Title: Finance Director				
10 Contact Telephone: (561)243-7922	11 Email: finance@oldschool.org			

12 Year Established, Organization History and Growth (maximum 1,000 words):

Old School Square was established in 1986 when a group of innovative citizens saved the 4.5-acre site containing the abandoned 1913 elementary school and the 1925 Delray High School buildings. Through a community census, the buildings were turned into a cultural center for Delray Beach and South Palm Beach County. The group that spearheaded the efforts to save this site were locals, both residents and business owners, who had become heartbroken watching the demise of what they had the vision to see as an anchor for our downtown community to build from and a location to present a scope of arts and culture that had not been available before.

The buildings are owned by the City of Delray Beach and licensed to the not-for-profit OSS. To date, OSS has raised millions of dollars to restore the facilities and add the new building, the outdoor pavilion, in 2002. The original 1913 building was the first to be restored and it opened in 1990. It now houses the Cornell Museum of Art. The 1925 high school houses the Crest Theatre and the School of Creative Arts. They opened in 1993 and 1998, respectively. The 1925 gymnasium opened in 1991 and is known as the Fieldhouse.

As one of the state's premier multidisciplinary facilities for the arts, in less than 10 years, OSS was designated a major cultural institution in the State of Florida. We are ranked in the top five state multidisciplinary facilities.

2019-20 Programming was scheduled to be year-round on the Stages, in the Fieldhouse and in the Museum. Programming catered to a diverse audience ages 2-92 and included a wide variety of music, drama, comedy, dance, and fine arts. Due to COVID-19, the Old School Square Staff with the exception of six employees (CEO; COO; Financial, Marketing, Education and Facilities Directors) were furloughed, with both the CEO and COO taking significant pay reductions. As a result of the shut-down, programming scheduled for March through September has been rescheduled for the Fall with new programming scheduled for a temporary outdoor stage which would allow for social distancing when the State moves to "Stage 2" and events are permitted in Delray Beach. While the Cornell Museum was closed for three months, now open on a limited basis, virtual tours and virtual interviews with artists were made available free through social media and on our website. We made free virtual programming available on our website. We pivoted the Crest Stage into a production studio and are shooting an entire 30-part summer reading program with Emmy Award winning Page Turner Adventures which OSS has made available, for free, to all Delray Beach Public Primary Schools, the Achievement Center and Milagro Center. The Creative Arts School is 100% virtual, offering classes in art, writing, photography, music, the culinary arts; and we have gone international, having students from Turkey, Germany, the UK and Canada. We have partnered with the Florida Children's Theater for a virtual children's summer camp which includes financial scholarships. For the first time in over a decade, OSS is not running on a deficit budget.

We once again partnered with 70+ local non-profit organizations, playing host to organizations who's attendees are both local and national is scope.

The Holiday Village, the first time run by OSS was a great success with updated attractions and events. The Spady and Cornell Museum replicas inside the 100' Tree for the first time reflected the exhibits/holiday messaging that the associated Museums was exhibiting under their roofs. The tree lighting, menorah lighting and Hispanic events were huge successes.

As the City's gathering place, over 3600 events were executed/scheduled on the OSS grounds attracting over 800,000 people to Delray Beach, 25% of which were from outside the County and 25% of which stayed in local hotels according to the surveys we did for the Cultural Council of Palm Beach. We continue to celebrate the past and our preserve our history while also looking forward, encouraging fresh perspectives and innovative approaches on how to better serve our community.

13 Policy on Board Contributions (maximum 250 words): Please see attached.

14 For current fiscal year, number of Board Members contributing:

<u>_11</u>Cash donations <u>9</u> Donations raised from others <u>23</u> Volunteer hours <u>6</u> In-kind donations

15 For current fiscal year, amount/value of Board member contributions:

<u>\$ 80k</u>Cash donations <u>\$51k</u>Donations raised from others <u>200</u> Volunteer hours <u>\$30k</u>In-kind donations

16 Oversight/Accreditation/Affiliation:

Not Applicable.

18 Prior CRA Funding for Same Project/Program: \$750,000	19 Time Period(s): October 01,2019-September 30,2020
20 Delray CRA Overall Need Addressed:	
Economic/Business Development	Affordable Housing X Recreation & Cultural Facilities
21 New or Existing Project/Program: Existing	22 If existing Program, year established: 1993
23 Key Staff and Qualifications (maximum 500 w	ords):
has extensive marketing and theater experience Basie Theater in Red Bank, NJ and the Bergen Shannon's fundraising, strategic planning, reb	d as the new President and CEO in October 2019. Shanno ce, with 10 years as a Development Director at the Count Performing Arts Center (BergenPAC) in Englewood, NJ. oranding, and arts educational and outreach background hally known New York City Ad agency made her the righ
	rising through the ranks as Head Sound Engineer, s 25 years of performance production experience and
	nterior renovation construction in the Crest building.
stages. He is also providing oversight of the ir Latoya Lawrence, Finance Director joined OSS is from IM Health Science. Latoya inherited fi hrough careful financial strategic thinking an	nterior renovation construction in the Crest building.
tages. He is also providing oversight of the ir atoya Lawrence, Finance Director joined OSS is from IM Health Science. Latoya inherited fi hrough careful financial strategic thinking an operate for the first time at a zero loss and was Melanie Johanson, Cornell Art Museum Direc Cornell Art Museum is one of the leading con-	nterior renovation construction in the Crest building. 5 in 2019. Latoya has over 14 years in finance and comes to inances that operated at a significant deficit for years and d planning helped the organization and it's leadership

24 Potential Challenges and Strategies to Address Them (maximum 500 words):

While OSS is proud to announce that for the first time in over a decade, we are not deficit spending, we are looking at reduced funding from private foundations, individual donors, sponsors and the TDC due to COVID-19. Many private foundations that have a history of supporting OSS are donating to healthcare and feeding hungry people, which we applaud. Donors have lost jobs and, in some cases, fortunes due to the virus and stock market. Sponsors have had to close and furlough staff. The TDC is funded through the bed tax and hotels were closed for three months, resulting in a 30% reduction in their funding and therefore ours. Artists are not touring. We have furloughed all but six staff members.

We have taken a hard look at our facilities and evaluated each for success in our planning for the 2020-21 fiscal year. To be profitable in the Crest Theater we need to sell 75% of the 339 seats. 75% occupancy rate is not feasible with 6' social distancing, our occupancy rate falls to about 25%. OSS will not be re-opening the Crest Theater to the public until Florida is 100% open, we anticipate a late Fall opening. There is currently high demand for stage rentals for the shooting of virtual programming with minimal staffing. College and high school commencement speeches have been shot. Page Turner Productions is shooting their summer reading program., performances scheduled in other venues and programming specifically for OSS to offer virtually. The Palm Beach Symphony is shooting programming that in combination with OSS will be offered virtually. Both Page Turner and Symphony programming will be paid tickets with special offerings free to the public via our website.

The Museum is open with social distancing and traffic patterns mandated.

With approval of the Delray City Manager, we are working with a potential sponsor to erect a temporary outdoor stage in front of the Logia which would allow for outdoor programming using the whole park to Second Avenue for social distancing in Phase 2 of the State's re-opening plans. We have partnered with Tin Roof for programming. Tin Roof, owner of 24 music venues/restaurants nationwide is a national launch pad for up and coming country stars.

We are working with current and potential renters of the Fieldhouse to select dates and socially distance events once we are in Stage 2.

The Creative Art School has gone virtual allowing us to enlarge class sizes by three-fold and to expand programming options from fine arts only to the performing and culinary arts. We have partnered with the Florida Children's Theater to create a virtual children's performing arts summer camp.

Until October of 2019, OSS did not promote itself as a 501(c)(3) organization. The general consensus in the community is that OSS is a Delray Beach City entity. This confusion was further being exacerbated by each department Director doing their own marketing including but not limited to having separate websites. We have hired a new Marketing Director who's directive is to revise our messaging, centralize our sources of information, and unify our overall look.

Section III. FINANCIA	L INFORMATION						
25 Total Organization Budget:	Previous FY \$3,470,447	Current F \$3,961,17		-	-	posed 279,195	
26 Project/Program Bud	get:	27 Amount Re	quest	ed:		28 % of Org Budget	
\$2,462,613		\$900,0	00			21%	
29 Time Period: 10/01/20-09/30/21	Program/Project A: 1	0/01/20-09/30/2	1	Program/Project B:			

30 Type(s) of Support Requested: General Operations

31 Other Support/Status and Plans for Sustainability (maximum 500 words):

OSS currently is supported by the City of Delray Beach, the PBC Tourist Development Council (TDC), the State of Florida. OSS has applied for and received a PPP grant and a Small Business Ioan. OSS has applied for grants from private and corporate Foundations.

OSS, working with our Development Committee has revised and updated our Membership, Sponsorship and Planned Giving Programs.

Programming is being diversified to attract a wider audience base. Partnership opportunities such as that with Tin Roof are being created.

The Creative Art School has gone virtual, which allows for additional students per class and expanded programming.

With the support of a restricted private \$1.5M gift, a professional kitchen is being built as well as the renovation of the lobby bar and two rental rooms. These renovations will allow OSS to cater events on site, provide more efficient bar service and enhance our rental packages for events in the Fieldhouse and Crest building.

An updated Fiscal Sustainability Forecast through 2022 has been created outlining a conservative but steady growth.

Section IV. APPLICATION CHECKLIST		
A. Cover letter signed by Board Chair		V
B. 501(c)(3) IRS Determination Letter		~
C. Board of Directors list		V
D. Policy on Board contributions, if applicable		V
E. Strategic Plan or other long-term planning document		V
F. Logic Model(s)		V
G. Goals and Outcomes Report		V
H. Evaluation Plan		V
I. CRA Combined Budget		V
J. CRA Project/Program Budget Narrative(s)		V
K. Most recent Financial Statement		V
L. Most recent Form 990	Time Period: 2017-2018	1
M. Most recent Independent Financial Audit/Review/Compilation	Fiscal Year:2017-2018 FY 2018-2019 In Progress	V
N. Affiliation Agreements (if applicable list below):	Fiscal Year: 2020-2021	7
O. Current Balance Sheet as of 5/30/19		V

Section V. CERTIFICATION STATEMENT AND SIGNATURE

As chief executive of the applicant organization I certify that (1) the information provided in this application is correct and complete to the best of my knowledge; (2) I am committed to the purpose of the proposed project or program and will work with Board and staff members to accomplish its stated outcomes; and (3) I will be accountable for compliance with all CRA requirements for operation, evaluation, and reporting.

<u>Hannen Lader</u> Executive Leader Name and Title

7.7.20

Date Submitted

Old School Square CRA Addendum FY 2020-21 Virtual Programming Description

Due to the COVID-19 virus pandemic, Old School Square has had to pivot programming to meet the environmental conditions and to adhere to the restrictions for social distancing placed on the organization by the State, County and City in accordance with the CDC. To provide programming to our patrons and students Old School Square has gone virtual. The following virtual programming has been planned and/or booked for FY 2021:

Programming from our stage:

- Free Concerts:
 - o Rock
 - o **R&B**
 - o Reggie
 - \circ Country
- Comedians paid events
- Opera paid events
- Chamber Orchestra paid events
- Lectures paid events

Creative Art School:

- Student and Teacher Art Exhibit and Sale (virtual fundraiser)
- Virtual Arts Open House
- Page Turner Adventures educational and entertainment programming for K-5
- Classes in:
 - o Fine Art
 - o Photography
 - \circ Writing
 - Multiple musical instruments
 - o Acting
 - o Culinary Arts
 - o Costume Design
 - $\circ \quad \text{Theatrical makeup} \quad$
 - o Holiday décor
 - Floral design

Museum:

- Artist interviews for new exhibit
- Gallery exhibited art for sale (in addition to the Museum Store)

Construction:

• Time lapsed photography of the construction in the Crest building

Once the City of Delray Beach reaches "Phase -2" of the Counties re-opening, Old School Square intends to pivot to a combination of live and virtual performances, education and museum experiences:

Performances:

All live performances will utilize the Pavilion/Park for performances. At this time approximately 100 live performances have been scheduled in the following genera's:

- Rock
- Country
- R&B
- Reggie
- Classical
- Opera
- Cabaret/Broadway
- Comedians
- Children's programming
- Lectures/Speaker Series
- Dance
- Movies

Creative Arts School:

- The Creative Arts School forever moving forward will offer both in-class and virtual classes simultaneously through the addition of white boards in the classrooms, galleries, our new professional teaching kitchen and from the professors studios. The addition of the virtual element allows for much larger class sizes than the physical classrooms can accommodate.
- Our partnership with Page Turner Adventures will allow for both live and virtual educational performances to fit the needs of the schools in the CRA District.

Museum:

- We will continue to promote and advertise the Museum's store items and art for sale in the galleries through a virtual store on our website.
- Virtual interviews of the artists featured in the Museum will continue so to promote both the exhibit, museum tours and the free monthly Art Walk.