

February 23, 2022

VIA CERTIFIED MAIL USPS

Mr. Holland Ryan, COO
Old School Square Center for the Arts, Inc.
51 N Swinton Avenue
Delray Beach, Florida 33444

RE: Notice of Deficiencies and Opportunity to Cure and Request for Access, Examine
and Inspect Pursuant to the CRA's A-GUIDE Funding Agreements and Public
Records Request Pursuant to Public Records Act, Chapter 119, Florida Statutes

Dear Mr. Ryan:

Please allow this correspondence to serve as a brief introduction. Specifically, the law firm of Cole, Scott & Kissane, P.A. represents the Delray Beach Community Redevelopment Agency ("CRA") regarding the above-referenced matter. As discussed in further detail below, this correspondence shall serve as the CRA's formal written notice to Old School Square Center for the Arts, Inc. ("OSSCA") of deficiencies and opportunity to cure pursuant to the CRA's A-GUIDE: Achieving Goals Using Impact Driven Evaluation ("A-GUIDE") Funding Agreements for fiscal years 2018-2019, 2019-2020, and 2020-2021. This correspondence shall further serve to provide OSSCA written and reasonable notice of the CRA request to access and examine all records, books, paper, or documents relating to the funding as authorized by the Funding Agreements for fiscal years 2018-2019, 2019-2020, and 2020-2021. Lastly, this correspondence includes a public records request on behalf of the records custodian of the CRA to OSSCA, pursuant to the Public Records Act, Chapter 119, Florida Statutes.

I. Background

As you know, for several years, OSSCA has applied for and has been awarded funding under the CRA's A-GUIDE, for the purpose of supporting the Cultural Arts Programming by increasing economic development, recreation, and cultural facilities. The CRA and OSSCA have entered into Funding Agreements for each award setting forth the specific terms and conditions of funding to be provided for the fiscal year, pursuant to the goals and objectives contained in the CRA's Community Redevelopment Plan, and the needs and priorities defined by the CRA in the A-GUIDE.

On September 11, 2018, the CRA and OSSCA entered into a Funding Agreement for the 2018-2019 Fiscal Year for funding not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), paid in quarterly payments ("2018-2019 Funding Agreement"). Attached hereto as Exhibit "1."

Next, on October 1, 2019, the CRA and OSSCA entered into a Funding Agreement for the 2019-2020 Fiscal Year for funding not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), paid in quarterly payments (“2019-2020 Funding Agreement”). Attached hereto as Exhibit “2.”

Most recently, on October 16, 2020, the CRA and OSSCA entered into a Funding Agreement for the 2020-2021 Fiscal Year for funding not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), paid in quarterly payments (“2020-2021 Funding Agreement”). Attached hereto as Exhibit “3.”

The 2018-2019 Funding Agreement, 2019-2020 Funding Agreement, and 2020-2021 Funding Agreement shall hereinafter collectively be referred to as “Funding Agreements.”

The Funding Agreements set forth the specific terms and conditions of funding to be provided to OSSCA, pursuant to the goals and objectives contained in the CRA’s Community Redevelopment Plan, and the needs and priorities defined by the CRA in the A-GUIDE. Pursuant to the Funding Agreements, prior to the issuance of quarterly payments, OSSCA was required to provide the CRA certain information and documentation set forth in the Funding Agreements, in addition to any additional information the CRA, in its sole and absolute discretion, deemed necessary in order to fully evaluate OSSCA’s performance and financial status.

The Funding Agreements also provide the CRA, upon reasonable notice, the right to access to and examine all records, books, paper, or documents relating to the funding provided pursuant to each agreement. Further, OSSCA agreed and was contractually obligated to maintain its 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 each agreement in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes. Additionally, as reflected in the Funding Agreements, OSSCA unequivocally agreed that if it has caused any funds to be expended in violation of the Funding Agreements, it shall be responsible to refund such monies in full to the CRA.

With respect to the 2018-2019 Funding Agreement, the CRA disbursed to OSSCA, Seven Hundred Fifty Thousand Dollars (\$750,000.00), the total funding amount under the agreement. *See Exhibit 1 at ¶ 3.* Likewise, with respect to the 2019-2020 Funding Agreement, the CRA disbursed to OSSCA, Seven Hundred Fifty Thousand Dollars (\$750,000.00), the total funding amount under the agreement. *See Exhibit 2 at ¶ 3.*

Lastly, as to the 2020-2021 Funding Agreement, the CRA has disbursed to OSSCA, One Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$187,500.00) of the funding amount, that was not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). *See Exhibit 3 at ¶ 3.*

As OSSCA has been advised, no additional disbursements have been made pursuant to the 2020-2021 Funding Agreement, as the CRA has exercised its right to withhold further disbursements pending receipt of the information and documentation the CRA, in its sole and absolute discretion, deemed necessary to analyze OSSCA’s performance, financial position, and evaluate OSSCA’s expenditure of funds in accordance with its A-GUIDE application and pursuant to the 2020-2021 Funding Agreement. *See Exhibit 3 at ¶¶ 3, 5 and 8; see also CRA’s A-GUIDE: Achieving Goals*

Using Impact Driven Evaluation Funding Agreements for Fiscal Year 2020-2021 Funding Cycle attached hereto as Exhibit 4.

I. Notice of Deficiencies and Opportunity to Cure

To date, OSSCA has and continues to be in violation of the terms and conditions of the Funding Agreements for its failure to provide the CRA with the information and documentation requested. The CRA has deemed the information provided by OSSCA as insufficient and in violation of its obligations pursuant to the terms and conditions of the Funding Agreements.

After numerous failed attempts of obtaining such information and documentation from OSSCA, on February 15, 2022, the CRA published its Agenda for the February 22, 2022 CRA Board Meeting, including an Agenda Item 8C. NOTICE OF DEFICIENCY(IES) ACHIEVING GOALS USING IMPACT DRIVEN EVALUATION FUNDING AGREEMENT - OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC. (“February Agenda”). Attached hereto as Exhibit “5.”

On February 22, 2022, the CRA Board, by unanimous vote, authorized the CRA Staff to proceed with providing OSSCA written notice of its deficiencies and opportunity to cure these deficiencies pursuant to the terms and conditions of the Funding Agreements, including but not limited to the terms and conditions of the 2020-2021 Funding Agreement.

Pursuant to Paragraphs 5 and 12 of the 2020-2021 Funding Agreement, OSSCA shall have fourteen (14) days, from receipt of this correspondence, to cure the deficiencies set forth in **Exhibit A** to this letter (“Deficiencies”).¹ “Receipt” is defined in Paragraph 13 of the 2020-2021 Funding Agreement, as deposit of this correspondence in the custody of the United States Post Service.

The CRA acknowledges that after publication of the February Agenda, and specifically on February 22, 2022, OSSCA provided the CRA documentation presumably responsive to the CRA’s prior requests. Accordingly, to the extent OSSCA maintains that any Deficiency(ies) have been cured and fully addressed in the documentation provided to the CRA on February 22, 2022, OSSCA may refer to those specific documents in its response to the CRA pursuant to Paragraphs 5 and 12 of the 2020-2021 Funding Agreement.

First, due to OSSCA’s failure to provide the CRA the information and documentation previously requested and based on the information and documentation provided to date, the CRA has determined OSSCA has not expended the Funding Amount in accordance with the A-GUIDE Application. Second, due to OSSCA’s continued failure to provide the CRA the information and documentation requested, the CRA has determined that OSSCA is not achieving the stated impacts and outcomes and/or is otherwise not furthering the CRA’s goals and objectives as set forth in the A-GUIDE. Therefore, in accordance with Paragraphs 5 and 12 of the 2020-2021 Funding

1. The deficiencies set forth in Exhibit A to this letter, are hereby adopted and incorporated by reference, as though fully stated herein and constitute the deficiencies for purposes of providing OSSCA notice and an opportunity to cure pursuant to Paragraphs 5 and 12 of the 2020-2021 Funding Agreement. See Exhibit 3.

Agreement, OSSCA shall have fourteen (14) days from receipt of this correspondence to cure the Deficiencies to the satisfaction of the CRA.

As clearly stated in the 2020-2021 Funding Agreement, not only must the deficiencies be satisfied to the satisfaction of the CRA, but “[t]he CRA shall have sole and absolute discretion with respect to the determination as to whether OSSCA is expending funds in accordance with its approved A-GUIDE funding application.” Exhibit 3 at ¶ 5. Furthermore, “the CRA Board has the right to void the Agreement immediately after delivery of written notice to OSS. Exhibit 3 at ¶ 12. 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.” Exhibit 3 at ¶ 12.

Should the OSSCA fail to timely cure such deficiencies, set forth in the Deficiencies List, to the sole and absolute discretion and satisfaction of the CRA Board, the CRA Board has the right to:

- i) Void the 2020-2021 Funding Agreement immediately after delivery of written notice to the OSSCA. Exhibit 3 at ¶ 12;
- ii) Recoup any portions of funds allocated and/or already disbursed pursuant to the 2020-2021 Funding Agreement. Exhibit 3 at ¶ 5; and
- iii) Demand a refund from OSSCA of all CRA funds disbursed that were expended in violation of the Funding Agreements. Exhibit 1 at ¶ 8; Exhibit 2 at ¶ 7; and Exhibit 3 at ¶¶ 5 and 8.

II. Request for Access, Examine and Inspect Pursuant to the Funding Agreements

Next, this correspondence shall serve to provide OSSCA with reasonable notice of the CRA’s request to exercise its right to access and examine all records, books, paper, or documents relating to the funding pursuant to Funding Agreements, maintained by OSSCA in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CRA pursuant to the Funding Agreements in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes. Exhibit 1 at ¶ 8; Exhibit 2 at ¶ 7; and Exhibit 3 at ¶ 14.

III. Public Records Request Pursuant to the Public Records Act, Chapter 119, Florida Statutes, for Inspection and Copies of All Public Records Maintained by OSSCA Pursuant to the Funding Agreements

On behalf of the records custodian of the CRA, this correspondence shall hereby serve as the CRA’s request pursuant to the Public Records Act, Chapter 119, Florida Statutes, to inspect and copy all public records kept and/or maintained by OSSCA, as required by the Funding Agreements. *See* Exhibit 1 at ¶ 15; Exhibit 2 at ¶ 14; and Exhibit 3 at ¶ 14.

This request includes all of OSSCA’s financial and accounting books, records, papers, and documents relating to any funding provided by the CRA pursuant to the Funding Agreements and the corresponding fiscal years, including but not limited to the following:

1. OSSCA’s balance sheets;

2. OSSCA's financial statements;
3. OSSCA's financial audits;
4. OSSCA's audited adjusted trial balance and audit adjustments;
5. OSSCA's quarterly payroll journals;
6. OSSCA's quarterly payroll tax returns, including IRS Forms 941 and RT-6;
7. OSSCA's quarterly staff reports, including any and all former employees and/or furloughed employees and for each employee, their name, position, and identifying whether full-time or part-time, and fiscal year end quarterly salary/wages;
8. OSSCA's budgets and budget amendments approved by the OSSCA Board;
9. OSSCA's financial statements approved by the OSSCA Board;
10. OSSCA's 2020-2021 year-to-date-general ledger;
11. Documentation showing the accounting method used by OSSCA for fiscal years 2019-2020 and 2020-2021;
12. Documentation to support the expense of CRA funds for fiscal years 2019-2020 and 2020-2021 (i.e., cancelled checks, receipts, paid invoices);
13. Documentation reconciling why OSSCA's total expenses identified on pages 4 and 6 of OSSCA's September 30, 2020 Financial Audit (\$3,012,607), do not agree with the year-to-date expenses (\$2,611,131);
14. Documentation demonstrating that funds provided by the CRA pursuant to the Funding Agreements, were not inadvertently used by OSSCA for payroll expenses incurred during fiscal years 2019-2020 and 2020-2021; and
15. Funding and grants obtained by OSSCA from other private and corporate Foundations as stated in OSSCA's A-GUIDE Funding Applications to the CRA, including but not limited to, the PBC Tourist Development Council and the State of Florida.

Please note, that this request includes an opportunity to inspect and make copies of all the aforementioned requested documents, regardless of the format in which the information is stored.

If OSSCA refuses to provide this information, Chapter 119 requires that OSSCA advise us in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for OSSCA's decision, as required by Section 119.07(2)(a). If the exemption OSSCA is claiming only applies to a portion of the records, please delete that portion and provide the remainder of the records, according to Sections 119.07(1)(d); and 119.07(2)(a).

The CRA agrees to pay the actual cost of duplication as defined in Section 119.07(4); however, we ask to review all requested documents before determining which documents we would like to have copied. If OSSCA anticipates that in order to satisfy our forthcoming copying request, "extensive use" of information technology resources or extensive clerical or supervisory assistance as defined in Section 119.07(4)(d) will be required, please provide a written estimate and justification.

We request that these records be made available for inspection and review by **March 15, 2021**. If OSSCA has any questions or requires any additional information in order to expedite this request, please do not hesitate to contact me.

This letter shall not constitute a waiver of any of the CRA's rights and remedies under the Funding Agreements, any other agreements not specifically identified herein, A-GUIDE, or otherwise, and the CRA expressly reserves all of its rights under all Funding Agreements, A-GUIDE, and at law or in equity, including the right to pursue any and all legal remedies.

Sincerely,



Sanaz Alempour, Esq.

Enclosures: Exhibit A - List of Deficiencies as of February 23, 2022
Exhibit 1 - 2018-2019 Funding Agreement
Exhibit 2 - 2019-2020 Funding Agreement
Exhibit 3 - 2020-2021 Funding Agreement
Exhibit 4 - CRA's A-GUIDE: Achieving Goals Using Impact Driven Evaluation
Funding Agreements for Fiscal Year 2020-2021 Funding Cycle
Exhibit 5 - CRA Agenda Item 8C for the February 22, 2022 CRA Board Meeting

cc: Marko F. Cerenko, Esq., Counsel for OSSCA, mcerenko@klugerkaplan.com
Renee Jadusingh, Esq., CRA Executive Editor
Kim Phan, Esq., CRA Legal Advisor
Board Members of the CRA

EXHIBIT "A"

**LIST OF DEFICIENCIES AS OF FEBRUARY 23, 2022
INFORMATION AND DOCUMENTATION REQUESTED**

1. OSSCA's Application and Loan Forgiveness, including all backup documentation for Payroll Protection Program April 2020 - \$309,709 (redacted as necessary);
2. OSSCA's Application and Loan Forgiveness, including all backup documentation for Payroll Protection Program March 2021 - \$283,095 (redacted as necessary);
3. Documentation demonstrating that CRA funds and Payroll Protection Program loan funds obtained by OSSCA where not inadvertently "double dipped" for payroll expenses incurred during fiscal years 2019-2020 and 2020-2021;
4. OSSCA's most up to date balance sheet;
5. OSSCA's most up to date financial statements;
6. OSSCA's financial audit for fiscal year 2020-2021;
7. OSSCA's audited adjusted trial balance and audit adjustments for fiscal years 2019-2020 and 2020-2021;
8. OSSCA's quarterly payroll journals for fiscal years 2019-2020 and 2020-2021;
9. OSSCA's quarterly payroll tax returns, including IRS Forms 941 and RT-6 for fiscal years 2019-2020 and 2020-2021;
10. OSSCA's quarterly staff reports, including any and all former employees and/or furloughed employees and for each employee, their name, position, and identifying whether full-time or part-time, and fiscal year end quarterly salary/wages for fiscal years 2019-2020 and 2020-2021;
11. OSSCA's budgets and budget amendments approved by the OSSCA Board for fiscal years 2019-2020 and 2020-2021;
12. OSSCA's financial statements approved by the OSSCA Board for fiscal years 2019-2020 and 2020-2021;
13. OSSCA's year-to-date-general ledger for fiscal year 2021-2022;
14. Documentation to support the expense of CRA funds for fiscal years 2019-2020 and 2020-2021 (i.e., cancelled checks, receipts, paid invoices);

EXHIBIT "A"
List of Deficiencies

15. Documentation showing the accounting method used by OSSCA for fiscal years 2019-2020 and 2020-2021;
16. Documentation showing the accounting method used by OSSCA for fiscal years 2019-2020 and 2020-2021, as the Tax Form 990 for 2019 filed in 2021, identifies the accounting method as Cash, which is inconsistent with other documentation identifying the accounting method as Accrual;
17. Documentation reconciling why OSSCA's total expenses identified on pages 4 and 6 of OSSCA's September 30, 2020 Financial Audit (\$3,012,607), do not agree with the year-to-date expenses (\$2,611,131);
18. Documentation demonstrating that funds provided by the CRA pursuant to the Funding Agreements, were not inadvertently used by OSSCA for payroll expenses incurred during fiscal years 2019-2020 and 2020-2021; and
19. Documentation demonstrating the funding and grants obtained by OSSCA from other private and corporate Foundations as stated in OSSCA's A-GUIDE Funding Applications to the CRA, including but not limited to, the PBC Tourist Development Council and the State of Florida.

**FUNDING AGREEMENT FOR FISCAL YEAR 2018-2019 BETWEEN THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.**

THIS AGREEMENT is made this 11 day of Sept, 2018 by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency, (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 cultural opportunities within the Delray Beach Community Redevelopment Area is essential to the Community Redevelopment Plan; and

WHEREAS, the **CRA** Board finds that the services and programs provided by **OSS** further the goals and objectives of the **CRA** as contained in the Community Redevelopment Plan by attracting visitors to and promoting economic development activity within the downtown area, and are in the best interest of the **CRA**; and

WHEREAS, the **CRA** will provide funding to **OSS**, pursuant to the terms and conditions of this Agreement, in order to assist **OSS** with activities that address the goals and objectives contained in the CRA's 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 **OSS** has applied and which have been awarded according to procedures specified in the A-GUIDE; and

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, 2019.

3. The **CRA** shall provide total funding to **OSS** for fiscal year 2018-19 in an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in A-Guide Funding, for fiscal year 2018-19 (the "Funding Amount"). The funds are to be used by **OSS** to support its organizational operations, and for the purpose of providing community and cultural programs in conformance with the programs/projects specified in the A-GUIDE documents in the Delray Beach Community Redevelopment Area. Quarterly payments in an amount not to exceed One Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00) shall be made by the **CRA** to **OSS**. The **CRA** has the right to withhold the quarterly payment until the **CRA** receives all information from **OSS** that the **CRA** deems necessary to analyze the **OSS**' financial position as provided in this Agreement.

4. Prior to the issuance of quarterly payments by the **CRA** for Fiscal Year 2018-2019, as specified in this Agreement, **OSS** shall provide a quarterly program evaluation and financial reports to the **CRA**. **OSS** shall use the forms attached as Exhibits "A" and "B" in order to document **OSS**' expenditure of funds and **OSS**' progress towards outcomes projected in the Goals and Outcomes Report and Budget. **OSS** will also be required to submit a Quarterly Balance Sheet. In addition, **OSS** may be required to present a quarterly update to the **CRA** Board upon request. The program evaluation and financial reports shall be provided to the **CRA** no later than January 31, 2019, April 30, 2019, July 31, 2019 and October 31, 2019. The **CRA** may request that **OSS** provide any additional information that the **CRA** deems necessary in order to fully evaluate **OSS**' performance and financial status. The payment will not be released to the **OSS** until the **CRA** receives the report and any additional information requested.

5. In addition to the quarterly program evaluation and financial reporting, with the second quarterly report, **OSS** shall also submit to the **CRA** a report on its Strategic and Fiscal Sustainability Plan to include a workout plan, a reduction in the **CRA** funding for future years, positive cash flow report and programming/operation adjustments.

6. **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**, **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 **OSS** agree that **OSS** shall at all times act as an independent contractor in the performance of its duties under this Agreement. Accordingly, **OSS** shall be responsible for the payment of all taxes including Federal and State taxes arising out of **OSS'** 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. **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. **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. **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 **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 **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 **OSS** fail to cure such deficiency(ies) to the satisfaction of the **CRA**, 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: Jeff Costello, Executive Director
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No.: (561) 276-8640
Facsimile No.: (561) 276-8558

OSS: Kim Jones, CFO/Interim COO
51 N Swinton Ave
Delray Beach, Florida 33444
Telephone No.: (561) 243-7018

14. Neither the **CRA** nor **OSS** shall assign or transfer any rights or interest in this Agreement.

15. PUBLIC RECORDS **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 the service.

(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 contract term and following completion of the contract if **OSS** does not transfer the records to the **CRA**.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of **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 contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **OSS** keeps and maintains public records upon completion of the contract, 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 OSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OSS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**RENEE JADUSINGH
561-276-8640
JADUSINGHR@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

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


[Signature Page to Follow]

IN WITNESS WHEREOF, the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY** Board of Commissioners has made and executed this Agreement on behalf of the **CRA** and **OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.** has hereunto set its hand the day and year written above.

ATTEST:


Print Name: Shawn Morgan

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

By: 
Print Name: Kimberly Jones
Title: CFO/COO

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 
Shelly Petrolia, Chair

ATTEST:


Jeff Costello, Secretary

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:



General Counsel

Exhibit "A"
Delray Beach CRA FY 2018-19
Goals and Outcomes Report

	Old School Square - ACTIVITY # A : Performing Arts Program	Yearly Goal	Qtr 1 Ending 12/31/18	Qtr 2 Ending 3/31/19	Qtr 3 Ending 6/30/19	Qtr 4 Ending 9/30/19	TOTAL	% Annual Goal Achieved	On target	Below expected goal
	OUTPUTS									
	Professional road shows/national tours in Crest Theatre									
1	Number of shows	4	0	0			0	0%	X	
2	Attendees	1,500	0	0			0	0%	X	
3	Annual ticket revenue	\$70,000	\$0	\$0			\$0	0%	X	
4	Number of volunteers engaged	36	0	0			0	0%	X	
	Cabaret shows with two performances each									
5	Number of shows (two performances)	2	0	0						
6	Attendees	2,500	0	0			8	400%	X	
7	Annual ticket revenue	\$175,000	\$0	\$0			0	0%	X	
8	Number of volunteers engaged	100	0	96			\$0	0%	X	
	Professionally produced Outdoor Pavilion shows						96	96%	X	
10	Number of Special Events	6	0	0						
11	Attendees	3,000	0	0			0	0%	X	
12	Ticket revenue	\$37,400	\$0	\$0			\$0	0%	X	
13	Number of volunteers engaged	60	0	0			0	0%	X	
	Exhibits at the Cornell Art Museum									
15	Exhibits at the Cornell Art Museum	1	0	0			0	0%	X	
16	Attendees	3,250	0	0			0	0%	X	
17	Exhibit revenue	\$10,000	\$0	\$0			\$0	0%	X	
18	Volunteers	250	0	0			0	0%	X	

Exhibit "A"

[illegible]

Exhibit "A"
Delray Beach CRA FY 2018-19
Goals and Outcomes Report

	Old School Square - ACTIVITY # <u>B</u> : Grassroots Partnerships	Yearly Goal	Qtr 1 Ending 12/31/18	Qtr 2 Ending 3/31/19	Qtr 3 Ending 6/30/19	Qtr 4 Ending 9/30/19	TOTAL	% Annual Goal Achieved	On target	Below expected goal
	OUTPUTS									
	Nonprofit & community arts partnerships									
31	Number of attendees	200,000	0	0			0	0%	X	
32	Volunteers engaged in community activities	500	0	0			0	0%	X	
	Discounted fees			0						
34	Amount applied in discounts to community partners	\$175,000	\$0	\$0			\$0	0%	X	
	Production assistance									
36	Number of activities conducted	425	0	0			0	0%	X	
37	Ethnically diverse volunteer engaged in community activities	400	0	0			0	0%	X	
	Free community concerts (Outdoor Pavilion)									
39	Number of concerts	18	0	0			0	0%	X	
40	Number of attendees	15,000	0	0			0	0%	X	
41	Number of volunteers engaged in free concerts	150	0	0			0	0%	X	
	PROGRAM B:OUTCOMES - to be reported at end of year									
43	Increase exposure to downtown by participating in community partners activities	40%	0%	0%			0%	0%	X	
44	Increased visibility for small organizations in Palm Beach County	30%	0%	0%			0%	0%	X	
	Connection of community partners thereby leveraging contributed fund for reach and resources	20%								
46	Economic impact to downtown from free concerts	\$200,000								

Exhibit "A"

NARRATIVE										TOTAL	% Annual Goal Achieved	On target	Below expected goal
Old School Square - ACTIVITY # A : Performing Arts Program													
OUTPUTS													
Professional road shows/national tours on Main Stage:													
1 Number of shows	4									0	0%	X	
2 Attendees	1,500									0	0%	X	
3 Annual ticket revenue	\$70,000									0	0%	X	
4 Annual donor revenue	\$15,000									#REF!	#REF!	X	
5 Number of volunteers engaged	36									0	0%	X	
Cabaret shows with two performances each													
6 Number of shows (5 shows, two performances)	2									8	400%	X	
7 Attendees	2,500									0	0%	X	
8 Annual ticket revenue	\$175,000									0	0%	X	
9 Number of volunteers engaged	100									96	96%	X	
Professionally produced Outdoor Pavilion shows													
11 Number of Special Events	6									0	0%	X	
12 Attendees	3,000									0	0%	X	
13 Ticket revenue	\$37,400									0	0%	X	
14 Number of volunteers engaged	60									0	0%	X	
Exhibits at the Cornell Museum													
16 Shows	1									0	0%	X	
17 Attendees	3,250									0	0%	X	
18 Exhibits revenue	\$10,000									0	0%	X	
19 Volunteers	250									0	0%	X	

Exhibit "A"
Delray Beach CRA FY 2018-19
Goals and Outcomes Report

	Old School Square - ACTIVITY # <u>B</u> : Grassroots Partnerships	Yearly Goal	Qtr 1 Ending 12/31/18	Qtr 2 Ending 3/31/19	Qtr 3 Ending 6/30/19	Qtr 4 Ending 9/30/19	TOTAL	% Annual Goal Achieved	On target	Below expected goal
	OUTPUTS									
	Nonprofit & community arts partnerships									
35	Number of partnerships	40					0	0%	X	
36	Number of attendees	350,000					0	0%	X	
37	Ethnically diverse volunteer engaged in community activities	1,500					0	0%	X	
	Discounted fees									
39	Amount applied in discounts to community partners	\$145,000					\$0	0%	X	
	Production assistance									
41	Number of activities conducted	425					0	0%	X	
42	Ethnically diverse volunteer engaged in community activities	400					0	0%	X	
	Free community concerts (Outdoor Pavilion)									
44	Number of concerts	16					\$0	0%	X	
45	Number of attendees	22,500					0	0%	X	
46	Number of volunteers engaged in free concerts	145					0	0%	X	
	PROGRAM B:OUTCOMES - to be reported at end of year									
48	Increase diversity to Downtown	60%					0%	0%	X	
49	Shopping & restaurant patronage increased in the Downtown area by total Free Concert Attendees.	30%					0%	0%	X	

Signature of Executive Director
I attest that data included in document is true and accurate

	A	B	C	D	E	F	G	H	I	J
1	FY 2018-19 "Exhibit B"									
2	Combined Budget Form - FY 2018-19									
3	Organization Name; _____									
4	INCOME		FY 2018-2019 ____ Quarter Actual	FY 2018-2019 Actual YTD thru X/XX/XX	FY 2018-19 Organization Total Budget		Variance Favorable (Unfavorable)			
5	Fees, Tickets, Registration, etc.									
6	Corporate Grants/Contributions									
7	Individual Donations									
8	Foundation Grants									
9	Government - Federal									
10	Government- Local/County									
11	Government- State									
12	In-Kind									
13	Interest Income									
14	Membership									
15	CRA Actual or Requested		-				-			
16	Other:									
17	Other:		-							
18	Other:									
19	Total Income		-	-			-			-
20										
21	EXPENSES		FY 2018-2019 ____ Quarter Actual	FY 2018-2019 Actual YTD thru X/XX/XX	FY 2018-19 Organization Total Budget		Variance Favorable (Unfavorable)			
22	Salaries & Related Taxes									
23	Fringe Benefits									
24	Professional Svcs/Consulting									
25	Insurance									
26	Licenses, Registration, Permits									
27	Conferences & Meetings									
28	Copying & Printing									
29	Equipment Rental/Maintenance									
30	Rent/Mortgage & Maintenance									
31	Utilities									
32	Telecommunication									
33	Office & Program Supplies									
34	Postage & Delivery									
35	Local Travel									
36	Capital Expenditures									
37	Other:									
38	Other:									
39	Sub-Total Expenses		-	-			-			-
40	Total Expense		-	-			-			-
41										

	A	B	C	D	E	F	G	H	I	J
1	FY 2018-19 "Exhibit B"									
2	Program A Budget Form - FY 2018-19									
3	Organization Name; _____									
4	INCOME	FY 2018-2019 ____ Quarter Actual	FY 2018-2019 Actual YTD thru X/XX/XX	FY 2018-19 Organization Total Budget	Variance Favorable (Unfavorable)					
5	Fees, Tickets, Registration, etc.									
6	Corporate Grants/Contributions									
7	Individual Donations									
8	Foundation Grants									
9	Government - Federal									
10	Government- Local/County									
11	Government- State									
12	In-Kind									
13	Interest Income									
14	Membership									
15	CRA Actual or Requested	-			-					
16	Other:									
17	Other:	-								
18	Other:									
19	Total Income	-	-	-	-					
20										
21	EXPENSES	FY 2018-2019 ____ Quarter Actual	FY 2018-2019 Actual YTD thru X/XX/XX	FY 2018-19 Organization Total Budget	Variance Favorable (Unfavorable)					
22	Salaries & Related Taxes									
23	Fringe Benefits									
24	Professional Svcs/Consulting									
25	Insurance									
26	Licenses, Registration, Permits									
27	Conferences & Meetings									
28	Copying & Printing									
29	Equipment Rental/Maintenance									
30	Rent/Mortgage & Maintenance									
31	Utilities									
32	Telecommunication									
33	Office & Program Supplies									
34	Postage & Delivery									
35	Local Travel									
36	Capital Expenditures									
37	Other:									
38	Other:									
39	Sub-Total Expenses	-	-	-	-					
40	Total Expense	-	-	-	-					
41										

	A	B	C	D	E	F	G	H	I	J
1	FY 2018-19 "Exhibit B"									
2	Program B Budget Form - FY 2018-19									
3	Organization Name; _____									
4	INCOME		FY 2018-2019 ____ Quarter Actual	FY 2018-2019 Actual YTD thru X/XX/XX	FY 2018-19 Organization Total Budget	Variance Favorable (Unfavorable)				
5	Fees, Tickets, Registration, etc.									
6	Corporate Grants/Contributions									
7	Individual Donations									
8	Foundation Grants									
9	Government - Federal									
10	Government- Local/County									
11	Government- State									
12	In-Kind									
13	Interest Income									
14	Membership									
15	CRA Actual or Requested		-			-				
16	Other:									
17	Other:		-							
18	Other:									
19	Total Income		-	-		-				-
20										
21	EXPENSES		FY 2018-2019 ____ Quarter Actual	FY 2018-2019 Actual YTD thru X/XX/XX	FY 2018-19 Organization Total Budget	Variance Favorable (Unfavorable)				
22	Salaries & Related Taxes									
23	Fringe Benefits									
24	Professional Svcs/Consulting									
25	Insurance									
26	Licenses, Registration, Permits									
27	Conferences & Meetings									
28	Copying & Printing									
29	Equipment Rental/Maintenance									
30	Rent/Mortgage & Maintenance									
31	Utilities									
32	Telecommunication									
33	Office & Program Supplies									
34	Postage & Delivery									
35	Local Travel									
36	Capital Expenditures									
37	Other:									
38	Other:									
39	Sub-Total Expenses		-	-		-				-
40	Total Expense		-	-		-				-
41										

**FUNDING AGREEMENT FOR FISCAL YEAR 2019-2020 BETWEEN THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.**

THIS AGREEMENT is made this 1st day of October, 2019 by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency, (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**").

W I T N E S S E T H:

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

WHEREAS, the **CRA** Board finds that the services and programs provided by **OSS** further the goals and objectives of the **CRA** as contained in the Community Redevelopment Plan by attracting visitors to and promoting economic development activity within the downtown area, and are in the best interest of the **CRA**; and

WHEREAS, the **CRA** will provide funding to **OSS**, pursuant to the terms and conditions of this Agreement, in order to assist **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 **OSS** has applied and which have been awarded according to procedures specified in the A-GUIDE; and

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, 2019.

3. The **CRA** shall provide total funding to **OSS** for fiscal year 2019-20 in an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in A-Guide Funding, for fiscal year 2019-20 (the "Funding Amount"). The funds are to be used by **OSS** to support its organizational operations, and for the purpose of providing community and cultural programs in conformance with the programs/projects specified in the A-GUIDE documents in the Delray Beach Community Redevelopment Area. Quarterly payments in an amount not to exceed One Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00) shall be made by the **CRA** to **OSS**. The **CRA** has the right to withhold the quarterly payment until the **CRA** receives all information from **OSS** that the **CRA** deems necessary to analyze the **OSS'** financial position as provided in this Agreement.

4. Prior to the issuance of quarterly payments by the **CRA** for Fiscal Year 2019-2020, as specified in this Agreement, **OSS** shall provide a quarterly program evaluation and financial reports to the **CRA**. **OSS** shall use the forms attached as

Exhibits "A" and "B" in order to document **OSS'** expenditure of funds and **OSS'** progress towards outcomes projected in the Goals and Outcomes Report and Budget. **OSS** will also be required to submit a Quarterly Balance Sheet. In addition, **OSS** may be required to present a quarterly update to the **CRA** Board upon request. The program evaluation and financial reports shall be provided to the **CRA** no later than January 31, 2020, April 30, 2020, July 31, 2020 and October 31, 2020. The **CRA** may request that **OSS** provide any additional information that the **CRA** deems necessary in order to fully evaluate **OSS'** performance and financial status. The payment will not be released to the **OSS** until the **CRA** receives the report and any additional information requested.

5. **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**, **OSS** shall provide proof of the use of the **CRA** logo as required by this paragraph for projects funded pursuant to this Agreement.

6. Both the **CRA** and **OSS** agree that **OSS** shall at all times act as an independent contractor in the performance of its duties under this Agreement. Accordingly, **OSS** shall be responsible for the payment of all taxes including Federal and State taxes arising out of **OSS'** 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.

7. **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. **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. **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**.

8. 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.

9. 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.

10. 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.

11. If the **CRA** determines pursuant to the A-Guide Logic Model and Evaluation Plan that **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 **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 **OSS** fail to cure such deficiency(ies) to the satisfaction of the **CRA**, 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.

12. 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
51 N Swinton Ave
Delray Beach, Florida 33444
Telephone No.: (561) 243-7018

13. Neither the **CRA** nor **OSS** shall assign or transfer any rights or interest in this Agreement.

14. PUBLIC RECORDS **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 the service.

(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 contract term and following completion of the contract if **OSS** does not transfer the records to the **CRA**.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of **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 contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **OSS** keeps and maintains public records upon completion of the contract, 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 OSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OSS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT


**KRISTA WALKER
561-276-8640
WALKERK@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

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

[Signature Page to Follow]


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

ATTEST:



Print Name: Leflys Lawrence

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

By: 

Print Name: Holland Ryan
Title: Coo

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 


Shelly Petrolia, Chair

ATTEST:



Renée A. Jadusingh, Esq., Executive Director

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:



General Counsel

Application for Funding – Nonprofit Partner

Delray Beach Community Redevelopment Agency

Section I. ORGANIZATION INFORMATION

1. Organization Legal Name: [Old School Square Center for the Arts, Inc.](#)
2. Address: [51 N Swinton Ave, Delray Beach, FL 33444](#)
3. Telephone: [561-243-7922](#)
4. Fax: [561-243-7018](#)
5. Website: [Oldschool.org](#)
6. Mission Statement: [To be the community's cultural center, enriching the lives of all people by offering diverse experiences in visual and performing arts, education and entertainment; nurturing artistic expression and involvement; providing a community gathering place; and preserving our national historic site](#)
7. Executive Leader: [Kim Jones, CFO/COO](#)
8. Application Contact: [Kim Jones](#)
9. Title: [CFO/COO](#)
10. Contact Telephone: [561-403-2960](#)
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 residents and local business owners heartbroken over the demise of their downtown, sharing a vision to build a vibrant arts and culture center to serve as an anchor for their community.](#)

[The buildings are owned by the City of Delray Beach and licensed to the non-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 ten years, OSS was designated a major cultural institution in the State of Florida. We receive Tourist Development Council funding from Palm Beach County and funding support from the City of Delray Beach. Additional funds are raised through earned income from the Museum, Creative Arts School and Theatre, private donations, and grant and foundation support.](#)

[We also partner with and provide support to 70+ cultural and community organizations around the](#)

area. Through these critical partnerships, additional economic impact to the community is made by developing successful events and programs that provide revenue and jobs to the city. Partnership collaboration allows us to offer an even greater menu of diverse performances and exhibitions to further increase visitor attendance at the OSS and local shops, restaurants, and hotels.

OSS serves as the cultural epicenter of Delray Beach as many of the city's anchor events are held on our grounds including the city's 100-foot Christmas tree, Delray Beach Green Market, Delray Affair, and Wine and Seafood.

In 2018, with dwindling cash reserves and modest revenues, Old School Square found itself facing challenges of an unprecedented scale and it was clear that immediate and drastic changes were necessary to put OSS back on track to achieving financial sustainability. Management and the Board of Directors pulled together and began the hard work of setting things straight. Subscription programs were scrutinized and updated, new audience-inspired show selections were made, and marketing was decentralized. Admission-based pavilion concerts were introduced along with museum admissions and new co-production partnerships. These changes were a success: subscription revenue increased by 12%, Comedy series revenue increased by 48%, and rental income increased by 12%.

Despite the magnitude of these accomplishments, OSS still had more work to do. In the 2018-19 season, we reduced our production schedule and streamlined operations to establish a secure base from which to grow. Under-funded shows and performances were removed from the production schedule, staffing was reduced and re-aligned, and a new rental program was introduced that included updates to our partnership discount program. OSS also contracted with a Fundraising Consultant to develop a new case statement for support of OSS and provide intense development training to our Board of Directors and Staff. Our efforts were fruitful, Cabaret revenue increased by 23%, Comedy by 7% and Pavilion revenue by 62%. The total number of visitors to our site was 448,000.

In fiscal year 2016-17, OSS's operating deficit was \$463,000. Fiscal year 2017-18 saw that deficit decrease by more than half to \$210,000. At the mid-point of the 2018-19 fiscal year, supported by strong development and ticket sales, OSS is well ahead of budget and projected to have a modest operating surplus.

13. Policy on Board Contributions (maximum 250 words): [See Attached](#).
14. For current fiscal year, amount/value of Board member contributions:
Members contributing: [19](#) Cash donations [89,120](#) Donations raised from others [800,000](#) Volunteer hours [100](#), In-kind donations [\\$322](#)

Section II. Program/Project Information

15. Oversight/Accreditation/Affiliation: **Not applicable**

16. Key Staff and Qualification (maximum 500 words):

The search for our new CEO is currently underway and we will keep you updated as we advance through the process. We are proud to have this hardworking group of highly qualified professional individuals who skillfully combine their talents for the benefit of our organization.

Kim Jones, the Chief Financial Officer, joined Old School Square in 2015. Kim has more than 15 years of experience in accounting and finance, having worked with large and small organizations, municipalities, as well as for-profit businesses. Kim has a B.S. degree from the University of Florida.

Holland Ryan, the Interim Chief Operations Officer and Technical/IT Director, became OSS's Technical Director in 2012. Previously he had served as Head Sound Engineer for 12 years. Holland has been a professional Recording Engineer, Live Sound Engineer, Technical Director, Tour Manager, Event Manager, Crew Chief, Stage Manager, Artist Manager, Artist Liaison, Producer and Theatrical Sales and Design Consultant for the past 25 years. Holland tripled majored in Jazz Theory and Arrangement, Fine Arts Photography, and Graphic Arts while triple enrolled at FAU, BCC, and Palm Beach State College.

Matthew Farmer, Artistic Director, is an alumnus of The Palm Beach County School of the Arts. As a vocal music major, Matthew studied Music and Performing Arts Professions and attended Westminster Choir College in Princeton, New Jersey, and New York University. Matthew has recorded professionally under the Universal Records label and has worked extensively with Walt Disney World Productions. Matthew is responsible for the entire programming of the OSS, as well as serves as the creative director of the program committee, Crest Theatre, vintage gymnasium, Cornell Museum, and outdoor pavilion.

Melanie Johanson, the Cornell Art Museum Curator, has been with Old School Square since 2012. She has guided the Cornell Art Museum through the transition from an American cultural and history museum to one of the leading contemporary art museums in South Florida. Under her stewardship, the museum has displayed work by renowned artists such as Jean-Michel Basquiat, Ed Ruscha, Betty Tompkins, Andy Warhol, and Marilyn Minter. She has helped establish a network on behalf of the Cornell that spans the country and globe, working with artists, galleries and museums based in NYC, LA, London, Tokyo, Denmark, Paris, and Melbourne.

Marusca, the Cornell Art Museum Director of Operations, joined the Cornell Art Museum in 2015. Marusca has a background in the arts as an award-winning Fused Glass artist and glass instructor for the past 10 years; teaching at Corning Museum of Glass and Rochester Arc & Flame. Marusca is an active member of the Florida Association of Museums, Palm Beach Cultural Council and active in several Glass Art Societies. She has over 30 years in business management.

Section II. Program/Project Information

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

The most pressing current challenges for our organization are to create a more positive financial position and redevelop executive leadership for OSS. OSS had adopted a Fiscal Sustainability Plan, which is being updated to map our path through 2022, and we are closely monitoring our progress. The search for a new CEO was formally launched in April 2019. Meanwhile, our Board of Directors continue to demonstrate their commitment to our staff, providing management direction and support and direction until the leadership position is filled.

OSS continually strives to reach the ever-growing populations of our community and provide continual awareness of our current programming. To improve our advertising reach, we have partnered with Damn Good, a local advertising and marketing firm, to develop an overarching campaign to be used across all our communications. This campaign development will tie each of OSS's venues into one unified campus and improve our overall advertising impact. We are also developing an ongoing digital promotion strategy to allow us to build community awareness, target new supporters and patrons and drive sales/attendance/donations by catering outgoing messages to upcoming performances, events, etc.

OSS's pursuit of sponsorship and development dollars is an ongoing challenge. Dwindling State funding, competition for local support and the slow return to supporting the arts after troubling economic times all contribute to the challenge. To answer these challenges, OSS has revamped our sponsorship program, optimistic that it will engage new donors that will be impressed by the return on their investment in the arts and will continue with us going forward. We have provided extensive fundraising and development training to all department heads and board members and formed a Development Committee. In the current fiscal year, OSS has received a \$250,000 Matching Donation and raised over \$210,000 in annual donations so far. A \$800,000 pledge was received for the renovation of the first floor of the Crest Theatre Building, including a new lobby, renovated restrooms and a new commercial kitchen.

18. Total Organization Budget:

Previous FY \$3,674,890 Current FY \$3,470,447 Proposed FY: \$3,168,500

Section III. FINANCIAL INFORMATION

19. Project/Program Budget: \$2,197,500 21. Amount Requested: \$750,000
% of Org Budget: 24%

20. Time Period: Program/Project A: October 1, 2019 – September 30, 2019

21. Type(s) of Support Requested: General Operations

22. Other Support/Status and Plans for Sustainability:

OSS receives operating support from the City of Delray Beach, the PBC Tourist Development Council and the State of Florida, as well as pursuing other private foundations and funding organizations. We have formed a Grant Committee, chaired by Sarah Crane, our Secretary, to connect with more

private and corporate foundations to help diversify and expand our revenue streams. Additionally, OSS has a strong history with generous individuals that respond to our annual fund drive and other special projects with contributions.

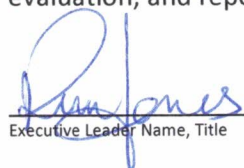
Old School Square is committed to continually implementing operational improvements and stimulating development efforts to create a platform for long-term sustainability. We have created a Fiscal Sustainability Forecast clearly outlining a 3-year path to success and are currently updating this plan through 2022. For purposes of analysis, revenue streams have been segmented into four distinct business units (Theatre, Museum, Creative Arts School and Center Services), allowing critical evaluation of each area of operations. This perspective allows us to rapidly determine the best path forward, and quickly enact changes when needed. In the last year, OSS has seen improvement in all business areas, exceeding attendance revenue goals and successfully managing expenses.

Section IV. APPLICATION CHECKLIST

A.	Cover letter signed by Board Chair	CRA Cover Letter – OSS – May 08 2019
B.	501(c)(3) IRS Determination Letter	501c3 IRS Letter – OSS – May 08 2019
C.	Board of Directors list	Board of Directors – OSS – May 08 2019
D.	Policy on Board contributions, if applicable	Board Contributions Policy – OSS – May 08 2019
E.	Strategic Plan or other long-term planning document	Strategic Plan – OSS – May 08-2019 Fiscal Sustainability Forecast – OSS – May 08 2019
F.	Logic Model(s)	Logic Model A – OSS – May 08 2019
G.	Goals and Outcomes Report	N/A
H.	Evaluation Plan	Evaluation Plan – OSS – May 08 2019
I.	CRA Combined Budget	CRA Combined Budget Narrative Form – OSS – May 08 2019
J.	CRA Project/Program Budget Narrative(s)	See above with CRA Combined Budget
L.	Most recent Form 990	Time Period: 2016-2017 IRS Form 990 2016-17 – OSS – May 08 2019
M.	Most Recent Independent Financial Audit/Review/Compilation	Audited Financial Statements 2016-17 – OSS May 08 2019
N.	Affiliation Agreements (if applicable list below)	Community Partners – OSS – May 08 2019
O.	Current Balance Sheet as of 4/30/19 (if not available will accept 3/31/19)	Balance Sheet March 31 2019 – OSS – May 08 2019

Section V. APPLICATION CHECKLIST

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.


Executive Leader Name, Title

5-8-2019
Date Submitted

CRA Combined Budget Form - Funding Application FY 2019-20

Organization Name Old School Square Center for the Arts, Inc.
Executive Leader & Key Financial Manager Names Kimberly Jones, CFO/Interim COO
Current FY (2018-19) Total Organization Budget \$ 3,470,447
Program/Project A Name Cultural Arts Program
Application Due Date 5/1/2019

INCOME

	FY 2018-2019 Budget	FY 2018-2019 Organization Fiscal YTD thru 3/31/18	Projected FY 2019-20 Organization Total Budget	FY 2019-20 Projected Total Program/Project A
Fees, Tickets, Registration, etc.	1,577,200	1,236,789	1,600,000	900,000
Sponsorships	155,000	118,552	160,000	175,000
Individual Donations/Membership	195,000	204,122	200,000	150,000
Major Gifts	290,000	650,000	100,000	-
Government - City of Delray Beach	250,000	125,000	-	-
Government- Local/County	174,326	87,163	175,000	175,000
Government- State	9,321	4,660	7,500	7,500
Donations (In-Kind)	25,000	14,822	25,000	15,000
Interest Income	-	-	-	-
CRA Actual or Requested	500,000	250,000	750,000	750,000
Other: Recovered Program Expenses	118,600	84,688	150,000	24,000
Other: Miscellaneous	1,000	37,501	1,000	1,000
Other: Discounts to Partners (In Kind)	175,000	244,276	-	-
Total Income	3,470,447	3,057,573	3,168,500	2,197,500
CRA % of Total Income	22%	12%	24%	34%

NOTES:

- (1) The CRA Request in INCOME Column G should equal the CRA Request at the bottom of the EXPENSES budget
- (2) Total INCOME should equal Total EXPENSES to project a balanced budget in FY 2017-18 (Column G)
- (3) CRA % of projected Total Organization Income may not exceed 25% for FY 2017-18 (Column G) unless approved by CRA
- (4) Figures in Column I and, if applicable, Column K, should match Program/Project Budget Narrative

EXPENSES

See separate Instructions for line item definitions

	FY 2018-2019 Budget	FY 2018-2019 Organization Fiscal YTD thru 3/31/18	Projected FY 2019-20 Organization Total Budget	FY 2019-20 Projected Total Program/Project A
Salaries & Related Taxes	1,382,543	647,887	1,400,000	925,000
Fringe Benefits	139,146	65,736	140,000	92,500
Professional Svcs/Consulting	49,100	48,505	50,000	30,000
Insurance	41,900	18607	46,000	27,600
Licenses, Registration, Permits	22,000	16554	20,000	8,600
Copying & Printing	1,000	92	1,000	1,000
Equipment Rental/Maintenance	84,500	63436	65,000	35,000
Rent/Mortgage & Maintenance	99,208	64228	100,000	60,000
Utilities	178,450	100653	175,000	105,000
Telecommunication	46,200	23612	47,000	25,000
Office & Program Supplies	24,500	13651	20,000	12,000
Postage & Delivery	34,500	27066	35,000	24,500
Local Travel	500	30	500	500
Capital Expenditures	42,000	-	-	-
Advertising & Fundraising	272,500	146737	275,000	150,000
Discount Given to Partners	175,000	244276	-	-
Performer Fees	385,000	299800	350,000	315,000
Program Expense	335,000	332450	308,000	300,000
Other: Cost of Goods Sold	42,500	45951	46,000	25,800
Other: In kind expense	25,000	258,353	25,000	15,000
Sub-Total Expenses	3,380,547	2,417,624	3,078,500	2,152,500
Admin/Indirect Expense	89,900	41,714	90,000	45,000
Total Expense	3,470,447	2,459,338	3,168,500	2,197,500
NET INCOME	-	598,235	-	-
Total Expenses Project A + B			3,168,500	
CRA Request			750,000	

NOTES:

- (1) Refer to separate Instructions for definitions of each line item expense
- (2) In Column G, CRA Request may be less than Total Expense as there may be other sources of revenue for the program(s)
- (3) Projected NET INCOME (Total Income minus Total Expense) should equal zero for a balanced budget in FY 2018-2019 (Column G)

CRA Program/Project A Budget Narrative Form

Organization Name Old School Square Center for the Arts, Inc.
Program/Project A Name Cultural Arts Program

PROGRAM/PROJECT A INCOME NARRATIVE	Amount	Justification / basis for budgeted amount (Insert lines for significant specific funding sources beneath line item categories)	C or P (2)	Date of: - P -Decision or - C - Funding Start (3)
Fees, Tickets, Registration, etc.	900,000			
Sponsorships	175,000			
Individual Donations/Membership	150,000			
Major Gifts	-			
Government - City of Delray Beach	-			
Government- Local/County	175,000	Palm Beach Cultural Council Tourist Development Tax Cat B Grant	C	10/01/19
Government- State	7,500	FL Division of Cultural Affairs General Program Support	C	07/01/19
In-Kind	15,000			
Interest Income	-			
CRA Actual or Requested	750,000	CRA/City of Delray Beach		
Other: Recovered Program Expenses	24,000	Direct reimbursements of program expenses		
Other: Miscellaneous	1,000			
Other: Discounts to Partners (In Kind)	-			
Total Income	2,197,500	Equals Total Income, Program/Project A, Combined Budget (Column I)		

NOTES:

- (1) Insert additional rows for significant specific funding sources beneath each line item category
- (2) For each significant grant, contract, or contribution, indicate if it is (C) confirmed, or (P) decision pending
- (3) For each item in Column E, indicate date decision is expected for PENDING and date funding begins for CONFIRMED
- (4) CRA Request, Column C, should match Column I on the Combined Budget
- (5) Total Income should equal Program/Project A, Total Income, Combined Budget (Column I)

COMMENTS:

PROGRAM/PROJECT A EXPENSE NARRATIVE

Amount Item Detail/Description

Salaries & Related Taxes:

830,000 Salaries (Museum, Theatre, Box Office, Facilities Support Staff)
95,000 Payroll Taxes

925,000 Total Salaries & Related Taxes

Fringe Benefits:

92,500 Health Insurance, Life Insurance, Worker's Compensation

92,500 Total Fringe Benefits

Professional Svcs/Consulting:

30,000 Accounting & Legal Services (allocated)

30,000 Total Professional Services / Consulting

Insurance:

27,600 Umbrella insurance coverage (allocated)

27,600 Total Insurance

Licenses, Registration, Permits:

8,600 City permit fees

8,600 Total Licenses, Registration, Permits

Copying & Printing

1,000

Equipment Rental/Maintenance

35,000

Rent/Mortgage & Maintenance

60,000

Utilities

105,000

Telecommunications

25,000

Office & Program Supplies	12,000	
Postage & Delivery	24,500	
Local Travel	500	
Capital Expenditures	-	
Advertising	150,000	
Performer Fees	315,000	
Program Expenses	300,000	
Other: Cost of Goods Sold	25,800	
Other: In kind expense	15,000	
Admin/Indirect Expense	45,000	
TOTAL EXPENSES	2,197,500	Equals Total Expense, Program/Project A, Combined Budget (Column I)

**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

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's** performance and financial status. The payment will not be released to 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**, 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. PUBLIC RECORDS. **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: Lafayette Lawrence

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

By: 

Print Name: Shannon Eaden
Title: President & CEO

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 

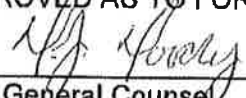
Shirley E. Johnson, Chair

ATTEST:



Renee A. Jadus Singh, Esq.
CRA Executive Director

APPROVED AS TO FORM:



CRA General Counsel

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

ORGANIZATION NAME:

QUARTER:

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

Combined Budget Report FY 2020-2021

ORGANIZATION NAME:

REPORT PERIOD:**QUARTER:**

	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
EXPENSES					
	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:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Sub-Total Expenses	\$ -	\$ -	\$ -	\$ -	
% Admin/Indirect Expense					
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	
NET INCOME	\$ -	\$ -	\$ -	\$ -	

Combined Budget Report FY 2020-2021

ORGANIZATION NAME:

REPORT PERIOD:**QUARTER:**

NARRATIVE

[illegible]

Combined Budget Report FY 2020-2021

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:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	

QUARTER:

QUARTER:

Combined Budget Report FY 2020-2021

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:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	

Combined Budget Report FY 2020-2021

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:**QUARTER:**[illegible]

Quarterly Budget Report FY 2020-2021

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:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
TOTAL INCOME	\$ -	\$ -	\$ -	\$ -	
CRA % of Total Income					

Quarterly Budget Report FY 2020-2021

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:**QUARTER:**

	FY 2020-2021 QUARTER-TO-DATE	FY 2020-2021 YEAR-TO-DATE	FY 2020-2021 BUDGET	VARIANCE Favorable (Unfavorable)	PERCENTAGE
EXPENSES					
	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:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Other:				\$ -	
Sub-Total Expenses	\$ -	\$ -	\$ -	\$ -	
% Admin/Indirect Expense					
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	
NET INCOME	\$ -	\$ -	\$ -	\$ -	

Quarterly Budget Report FY 2020-2021

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:	
Other:	
Other:	

Quarterly Budget Report FY 2020-2021

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:

QUARTER:

Other:

Other:

Other:

Other:

Other:

Quarterly Budget Report FY 2020-2021

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:	

Quarterly Budget Report FY 2020-2021

ORGANIZATION NAME:

PROGRAM:

REPORT PERIOD:

QUARTER:

Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
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)

Section I. ORGANIZATION INFORMATION

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

2 **Address:** 51 N Swinton Ave, Delray 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 in 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 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:

11 Cash donations 9 Donations raised from others 23 Volunteer hours 6 In-kind donations

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

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

16 Oversight/Accreditation/Affiliation:

Not Applicable.

Section II. PROGRAM/PROJECT INFORMATION – Duplicate section for a second program/project	
17 Project/Program Title: Cultural Arts Programming.	
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 <input checked="" type="checkbox"/> Recreation & Cultural Facilities	
21 New or Existing Project/Program: Existing	22 If existing Program, year established: 1993
23 Key Staff and Qualifications (maximum 500 words): <p>In a national search, Shannon Eadon was hired as the new President and CEO in October 2019. Shannon has extensive marketing and theater experience, with 10 years as a Development Director at the Count Basie Theater in Red Bank, NJ and the Bergen Performing Arts Center (BergenPAC) in Englewood, NJ. Shannon's fundraising, strategic planning, rebranding, and arts educational and outreach background coupled with her 10 years as a SVP in a nationally known New York City Ad agency made her the right candidate.</p> <p>Holland Ryan, COO has 20 experience at OSS rising through the ranks as Head Sound Engineer, Technical Director and now COO. Holland has 25 years of performance production experience and management and is now responsible for Programming the Pavilion, Crest Theater, and Fieldhouse Stages. He is also providing oversight of the interior renovation construction in the Crest building.</p> <p>Latoya Lawrence, Finance Director joined OSS in 2019. Latoya has over 14 years in finance and comes to us from IM Health Science. Latoya inherited finances that operated at a significant deficit for years and through careful financial strategic thinking and planning helped the organization and it's leadership operate for the first time at a zero loss and was on a track for a profitable year prior to COVID-19.</p> <p>Melanie Johanson, Cornell Art Museum Director has been curating the Museum since 2012. Today, the Cornell Art Museum is one of the leading contemporary art museums in South Florida featuring renowned artists such as Andy Warhol, Jean-Michel Basquiat, Marilyn Minter, and outstanding local artists such as Amanda Perna. Melanie has a relationship with artists, galleries and museums worldwide to curate the Cornell.</p> <p>Leanne Griffith, Development Director, has been part of the OSS team since 2008. Leanne began her career at OSS as the Front of House/Volunteer Corps Manager where she greeted every guest by name. Leanne worked her way up to Events Manager where she gained significant knowledge of the sponsorship base in Delray Beach. Leanne's vast knowledge of the OSS customer base coupled with her sponsorship experience, made her the right choice for the newly created position of Development Director.</p>	

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. FINANCIAL INFORMATION

25 Total Organization Budget:	Previous FY \$3,470,447	Current FY \$3,961,177	Proposed \$4,279,195
26 Project/Program Budget: \$2,462,613	27 Amount Requested: \$900,000		28 % of Org Budget 21%
29 Time Period: 10/01/20-09/30/21	Program/Project A: 10/01/20-09/30/21		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 loan. 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		<input checked="" type="checkbox"/>
B. 501(c)(3) IRS Determination Letter		<input checked="" type="checkbox"/>
C. Board of Directors list		<input checked="" type="checkbox"/>
D. Policy on Board contributions, if applicable		<input checked="" type="checkbox"/>
E. Strategic Plan or other long-term planning document		<input checked="" type="checkbox"/>
F. Logic Model(s)		<input checked="" type="checkbox"/>
G. Goals and Outcomes Report		<input checked="" type="checkbox"/>
H. Evaluation Plan		<input checked="" type="checkbox"/>
I. CRA Combined Budget		<input checked="" type="checkbox"/>
J. CRA Project/Program Budget Narrative(s)		<input checked="" type="checkbox"/>
K. Most recent Financial Statement		<input checked="" type="checkbox"/>
L. Most recent Form 990	Time Period: 2017-2018	<input checked="" type="checkbox"/>
M. Most recent Independent Financial Audit/Review/Compilation	Fiscal Year: 2017-2018	<input checked="" type="checkbox"/>
	FY 2018-2019 In Progress	<input checked="" type="checkbox"/>
N. Affiliation Agreements (if applicable list below):	Fiscal Year: 2020-2021	<input checked="" type="checkbox"/>
O. Current Balance Sheet as of 5/30/19		<input type="checkbox"/>

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.



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:
 - Rock
 - R&B
 - Reggie
 - 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:
 - Fine Art
 - Photography
 - Writing
 - Multiple musical instruments
 - Acting
 - Culinary Arts
 - Costume Design
 - Theatrical makeup
 - 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.



A-GUIDE:
Achieving Goals Using Impact Driven Evaluation

Fiscal Year 2020-2021 Funding Cycle

Delray Beach Community Redevelopment Agency
A-GUIDE: *Achieving Goals Using Impact Driven Evaluation*

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Delray Beach Community Redevelopment Agency

A-GUIDE: *Achieving Goals Using Impact Driven Evaluation*

Fiscal Year 2020-2021

Funding Framework

The mission of the Delray Beach Community Redevelopment Agency (CRA) is to foster and directly assist in the redevelopment of the Community Redevelopment Area in order to eliminate blight, create a sustainable downtown, and encourage economic growth, thus improving the attractiveness and quality of life of the CRA District and the City of Delray Beach as a whole. The City's Community Redevelopment Plan provides the framework for projects and activities intended to accomplish this mission, and offers objectives for redevelopment of the area that is also consistent with the citizens' visions as expressed through various neighborhood and area planning initiatives. In addition, the Community Redevelopment Plan must be consistent with the City of Delray Beach's Comprehensive Plan. In order to remain current in the fast-paced, highly volatile economy of South Florida, both the Community Redevelopment Plan and City of Delray Beach Comprehensive Plan must be reviewed and updated on a regular basis in order to accurately reflect changing conditions and community objectives.

The CRA cannot possibly fund the immense task of redevelopment on its own and must therefore structure its programs to act as catalysts for redevelopment efforts by individual residents and businesses within the CRA and to leverage investment by private enterprise. With limited resources available for redevelopment efforts, the Agency must allocate funding to projects and programs that will provide the most benefit for the dollars expended. To assure the CRA is receiving the intended results from its projects and programs it is important that funding decisions are based on expectations of specific, measurable outcomes. Also, since the implementation of a few strategically placed well-funded programs may have a much greater impact on the overall area than many inadequately funded ones, programs must be evaluated in the context of the agency's overall goals, and implemented accordingly.

Relevant to those activities, state law requires that all public redevelopment activities expressly authorized by the Community Redevelopment Act and funded by tax increment financing must be in accordance with a redevelopment plan which has been approved by the City Commission. The CRA's funding activities must, therefore, align with the Delray Beach Community Redevelopment Plan. Toward that end, the CRA has developed the A-GUIDE: *Achieving Goals Using Impact Driven Evaluation*, as a methodology for verifying alignment and effectiveness of the programs and activities it supports.

Needs and Priorities for Funding

The CRA provides funding to address "Overall Needs" within the Community Redevelopment Area as defined in the Community Redevelopment Plan. Different from the specific needs identified within the various sub-areas of the Community Redevelopment Area, the following "Overall Needs" are area wide in scope and encompass some of the more serious problems that are prevalent throughout the area and contribute to the overall state of decline. These needs, which are described in more detail in Section II of the CRA Plan, are listed below.

- **Removal of Slum and Blight**
- **Land Use**
- **Economic Development**
- **Affordable Housing**
- **Downtown Housing**
- **Infrastructure**
- **Recreation and Cultural Facilities**

While the CRA and City are the primary entities responsible for implementing the Redevelopment Plan, several of the Overall Needs identified in the plan can more effectively be addressed through partnerships with other organizations. Three areas in particular - *Affordable Housing, Recreation and Cultural Facilities*, and *Economic/Business Development* - have the potential to realize better results through strategic alliances between the CRA and nonprofits that have a demonstrated capacity to address those needs. Over the years the CRA has provided significant funding, both for capital projects and operations, to seven “Nonprofit Partners:” Old School Square, the Delray Beach Library, Creative City Collaborative, Delray Beach Historical Society, EPOCH (Expanding and Preserving Our Cultural Heritage, Inc./Spady Museum), the Delray Beach Community Land Trust, and the Greater Delray Beach Chamber of Commerce. All seven Partners are located on City-owned property, have received City funding or other assistance, and are identified in the CRA Plan as a program or project that addresses the needs of the CRA district.

In order to better evaluate funding requests from those organizations and potential new “Partners,” and measure the results of activities supported by CRA funds relative to the CRA’s goals and objectives, the CRA developed the A-GUIDE program.

A-GUIDE: *Achieving Goals Using Impact Driven Evaluation*

The A-GUIDE presents the Community Redevelopment Agency’s (CRA) funding interests and intentions relative to addressing needs identified in the CRA Plan, along with practical information for eligible nonprofit organizations that wish to seek significant CRA funding. Within a strategic framework for awarding and evaluating funding, specific guidelines provide clear and consistent means for the CRA to:

- Inform the community about CRA funding interests and intentions
- Identify funding in each fiscal year that is eligible for strategic partnerships based on the three “Overall Needs” identified above (Affordable Housing, Economic Development, Recreation and Cultural Facilities)
- Advise potential applicants for support regarding how they may become partners in accomplishing shorter and longer-term CRA goals
- Consider and compare funding applications and make funding decisions
- Measure and evaluate organization performance relative to projections once funding is awarded

For each of the three “Overall Needs” the A-GUIDE describes the kinds of activities the CRA will fund; the shorter-term outcomes and longer-term impacts the CRA hopes to achieve in collaboration with its nonprofit partners; and measures by which levels of success in those efforts may be assessed. Funding applications must demonstrate alignment with these guidelines.

Delray Beach Community Redevelopment Agency (CRA) Funding Framework

	1. Affordable Housing	2. Recreation & Cultural Facilities	3. Economic/Business Development
<i>CRA funds these kinds of activities</i>	<ul style="list-style-type: none"> • Acquisition/operation of affordable rental properties • Subsidies for income-qualified home buyers • Land to nonprofits engaged in affordable housing activities • Partnerships to implement affordable housing programs 	<ul style="list-style-type: none"> • Arts incubator • Performing/visual arts programs/ events • Museum exhibits • Library programs • Education in arts, culture, heritage • Children's programs & events • Recreational program & events • Sporting events & programs 	<ul style="list-style-type: none"> • Business incubator facilities/programs that focus on the CRA's Preferred Targeted Industries, and have the potential to create 5 or more jobs, such as: <ul style="list-style-type: none"> – Communication / Information Technology – Life Science – Business & Financial Services – Clean Energy – Emerging Technologies – Corporate Headquarters
<i>To achieve these (shorter term) outcomes</i>	<ul style="list-style-type: none"> • Increased supply of affordable housing in the CRA District • More opportunities for home ownership • Development of infill housing • Upgraded housing conditions • Increased private investment in residential areas and commercial areas surrounding residential neighborhoods 	<ul style="list-style-type: none"> • More visitors to downtown Delray Beach and the CRA District • Increased economic activity downtown • More and higher quality cultural & educational opportunities • Events and activities that appeal to a broader diversity of patrons • Increased knowledge about local arts, cultural heritage 	<ul style="list-style-type: none"> • Establishment and/or expansion of technology-based businesses, creative industries, and similar preferred targeted industries • Creation of higher paying jobs located in Delray • Higher occupancy in office buildings • Increased economic activity downtown • Diversified local economy
<i>With these long-term impacts</i>	<ul style="list-style-type: none"> • Stabilization of neighborhoods • Improved quality of life • Higher tax base • Increased economic development • Improved safety; reduction of crime • Increased property values relative to other areas of the City 	<ul style="list-style-type: none"> • Delray Beach as a nationally recognized arts & culture destination • Civic and social connectivity, inclusion, sense of pride and community • Higher tax base • Increased economic development • More arts related businesses 	<ul style="list-style-type: none"> • Construction of new Class A office buildings downtown • National recognition of Delray Beach as a City where companies want to be • Higher tax base • Increased economic development
<i>Demonstrated by these kinds of measures of success</i>	<ul style="list-style-type: none"> • Number of affordable housing units (new and renovated) • Number of new homeowners • Number of substandard units • Level of support from other funders and affordable housing providers • Dollars invested • Reduced crime rates • Increase in assessed value 	<ul style="list-style-type: none"> • Number and types of arts, leisure, and educational programs, events, and businesses • Revenue generated by tickets, food & drink, other purchases for partners and community • Numbers/demographics of attendees, members, volunteers • Level of private financial support • Knowledge gained on related topics • Level of customer satisfaction 	<ul style="list-style-type: none"> • Number and types of new technology/creative based business start-ups • Number of higher paying new jobs • Number of new Class A office buildings • Number of technology/creative based businesses relocating to or expanding in Delray Beach • Dollars invested/capital raised • Increases in assessed values • Occupancy rates

The A-GUIDE framework applies to the major support provided by the CRA to specific Nonprofit Partners and does not replace guidelines for various other CRA grant programs such as Economic Development Incentives, Job Creation Bonus Program, Relocation & Development Incentive Program, Business Grants, Site Development Assistance Program, Business Development Assistance Program, Historic Façade Easement Grant Program, Paint-Up Program, Business Incubator Services, Community Sponsorship Program, and Curb Appeal Residential Improvement Program.

Amount of Funding:

The following guidelines regarding the amount of funding for which a Nonprofit Partner may apply are effective for Fiscal Year 2020-2021.

- CRA support for Nonprofit Partners that have received funding in prior years will not be increased for Fiscal Year 2020-2021, and in fact may be decreased, according to availability of funds and the quality of their applications relative to these guidelines.
- CRA support may not exceed 25% of an organization's total operating budget for the year in which the grant is requested. A transition plan has been established for each Nonprofit Partner that has received support in excess of 25% in prior years, to reduce CRA funding to not more than 25% of their total budgets. As long as funding of their applications is approved each year, the transition periods may extend through FY 2020-2021.
- An organization may request support for *up to two programs or projects*.
- CRA support *may* exceed 25% of the budget for a specific program or project.
- Funding may be requested for a maximum one-year period in any application, though applications may be submitted for the same project/program in more than one consecutive year.
- The inclusion of in-kind cash value and/or services as projected and/or current revenue will be given careful review by the CRA. The value of in-kind revenue must be thoroughly documented and in general should not exceed ten percent (10%) of the total project/program budget. For Affordable Housing programs, real estate donations will not be included in the 10% calculation.
- Nonprofit Partners that have received funding in prior years must submit applications for future funding; no assumption of future funding will be made based on past support.
- Funds will be disbursed quarterly in accordance with the "Funding Agreement" executed by each Nonprofit Partner upon approval of funding.

Along with organizational and programmatic considerations, the CRA will include financial factors in its review of funding proposals to determine whether or not and how much funding will be awarded to each applicant. Financial considerations may include projected and actual revenue and expenses for prior years, financial statements, the proposed program/project budget, committed and potential support from other funders, financial sustainability, and the CRA's own budget and available resources.

Types of Support

The CRA may provide the following types of support for Nonprofit Partners' projects and programs. Generally speaking, a *project* is defined as a set of activities that has definite start and end points and is relatively short in term (a year or less); the scope is clearly defined and somewhat narrow and not likely to change significantly during the life of the project. A *program* is longer in term or ongoing and may involve multiple related projects; the scope is broad and activities and objectives must be managed over time as the organization environment changes. Projects and programs are usually linked to identifiable organization work units or cost centers.

Administrative support / overhead expense	Day-to-day operating costs or expenses to further the general purpose or work of an organization, not linked specifically to a project or program; maximum allowed is 15% of project/program budget
Building/renovation	Construction, renovation, remodeling, or rehabilitating property
Capital campaigns	Campaigns, usually extending over a period of years, to raise substantial contributions for a variety of enduring purposes, such as building construction or acquisition, endowments, or land acquisition
Conferences/seminars	Expenses to hold or sponsor a conference, seminar, workshop, other training event
Consulting services	Professional staff support to assist with a project of mutual interest or to evaluate services provided by an organization
Equipment	Purchase of equipment, furnishings, or other materials
Film/video/radio	Film, video, or radio production
In-kind gifts	Non-monetary donations, including equipment, land, or products; might also donate facility space or staff time
Income development	Fundraising, marketing, or expanding an organization's audience base; <i>events for exclusive purpose of fundraising are not included</i>
Land acquisition	Purchase of real estate
Loaned talent	Volunteer services provided to organizations by professionals or executives to help in an area involving their particular skills
Management development/ capacity building	Fees, salaries, staff support, staff training, other costs relative to strategic or long-range planning, capacity building, budgeting, or accounting
Matching funds	Contributions provided by another donor or grants awarded that will be paid only if the donor organization raises additional funds from another source
Program evaluation	Evaluation of a specific project or program; may include support for direct evaluation costs or for technical assistance or outside evaluation
Program/project support	Direct costs to develop and/or implement specific projects or programs

Program-related investments/loans	Investments or loans for a project related to the CRA's stated purpose and interests
Public relations services	Printing and duplicating, audio-visual and graphic arts production, assistance in planning special events, public service announcements, and other activities to increase public awareness and promote the organization to the community and other stakeholders
Seed money	Support to start, establish, or initiate new projects or organizations; may include salaries and other operating expenses
Technical assistance	Operational or management assistance which may include financial or program planning, legal advice, marketing, information systems, and other aids to management or program staff; assistance might be offered directly by a staff member or in the form of funding to pay for the services of an outside consultant
Use of facilities	Rent-free or reduced office space for temporary periods

Eligibility for Funding

Organizations meeting the following criteria are eligible to apply for Nonprofit Partner funding:

- Mission consistent with the mission of the CRA
- Classified as tax-exempt under IRS 501(c)(3)
- In good standing with the State of Florida
- Housed in City- or CRA-owned facilities located in the CRA district
- Serves residents of the CRA district and/or visitors that come to the district to participate in funded programs, projects, and events
- Demonstrated commitment by Board of Directors to purpose and accountability for CRA funds

Funding Cycle, Fiscal Year 2020-2021

CRA support for Nonprofit Partners will be allocated in an annual cycle, with specific dates and instructions published prior to the beginning of each cycle. Dates for Fiscal Year 2020-2021 are as follows:

June 8, 2020	Application available on-line
July 8, 2020	Applications due
July 13 – August 10, 2020	Evaluation Committee review of applications
August 25, 2020	Applicant organization presentations to CRA Board
September 22, 2020	Funding decisions by CRA Board

The CRA has the right to adjust the dated as necessary. All applicants would be notified of any changes.

In addition, from time to time the CRA may offer special funding initiatives for community partners to provide services in response to emerging/changing community needs and resources.

Application Components

To request CRA support, interested organizations must submit an *Application for Funding*. The application, related forms, and instructions to complete and submit the application package are available on the CRA website. The application package is comprised of the following components, which are described in detail in the instructions.

- *Cover Letter* - signed by the Chair of the organization's Board of Directors to demonstrate Board commitment to the purpose of and accountability for the proposed project or program
- *501(c)(3) IRS Determination Letter*
- *Evidence of good standing with the State of Florida*
- *Application for Funding* – includes organization information, a comprehensive narrative description of the proposed project/program, and budget data
- *Board of Directors* - List of Board members and officers, and, if available, policies on Board roles & responsibilities and Board contributions
- *Strategic Plan* – Strategic Plan or other long-term planning document and, if available, policy on long term planning
- *Budget and Budget Narrative* - past, current, and proposed organization budget figures and line item budget with justification for the proposed project/program
- *Logic Model* – graphic presentation to demonstrate how project/program activities deliver immediate products and services (outputs), which result in short term changes (outcomes), that in the long term address Overall Needs identified in the CRA Plan (impacts)
- *Evaluation Plan* – a written plan to translate outputs and outcomes defined on the Logic Model to measurable indicators and identify specific procedures, personnel, schedule, and tools/instruments to collect, analyze, and report data on performance
- *Organization financial information* – most recent Financial Statement, IRS Form 990, and Independent Financial Audit/Review/Compilation Report according to your organization's bylaws
- *Affiliation Agreements* - if applicable, documents describing current or planned collaborative partnerships with specific roles or resources that each partner will provide relative to the proposed project/program
- *Current Balance Sheet* – As of 5/31/2020 or more recent.

*****The CRA has the right to determine what documents included on the list are n/a and request any additional information as necessary.***

Application and Review Process

1. Previously funded Nonprofit Partners will be notified by email of the new funding cycle and public notice will be published on the CRA website.
2. Application and related forms and detailed instructions will be available in hard copy at the CRA office and by email on request.
3. Applications delivered to the CRA office in person by an organization representative, U.S. Mail, or courier service will be accepted from the opening of the funding cycle until the due date and time.
4. The Grant Manager will conduct a preliminary review of each application to confirm that the organization is eligible to apply and determine whether application components are present and complete.
5. The Grant Manager will recommend applications for review to the Funding Evaluation Committee, comprised of the CRA Executive Director or CRA Assistant Director, CRA Finance & Operations Director, and representative(s) of the City of Delray Beach.
6. The Funding Evaluation Committee will review each application according to established criteria and make preliminary funding recommendations to the CRA Board of Commissioners.
7. Applicant organizations will make presentations based on the Logic Models and Evaluation Plans included as part of their funding applications to the CRA Board.
8. The CRA Board will consider and make final decisions regarding funding requests.

Application Review Criteria

Criteria to be used by the CRA's Funding Evaluation Committee in reviewing applications for funding are grouped into six categories weighted as follows:

Organization Capacity	20%
Need for Project/Program	20%
Project/Program Description	10%
Logic Model	20%
Evaluation Plan	10%
Budget & Sustainability	20%

Specific items will be rated by each member of the Funding Evaluation Committee on a scale of 1 to 5, worst to best possible response: (1) Unacceptable, (2) Minimal, (3) Satisfactory, (4) Good, (5) Excellent.

Specific criteria to be used by the committee to evaluate funding applications are as follows:

ORGANIZATION CAPACITY

- Length of time established, overall growth/stability
- Stability/growth of organization funding
- Board composition, role, commitment to program/project
- Demonstrated experience/success with similar program/project
- Program/project leadership and staff qualifications
- Collaborative relationships/affiliations relative to program/project
- Prior CRA funding experience with similar program/project
- External oversight/accreditation/affiliation
- Long term/strategic planning process
- Current strategic plan and status

NEED FOR PROGRAM/PROJECT

- Program/project need consistent with CRA Overall Need
- Program/project need consistent with organization mission
- Documentation of program/project need
- Uniqueness / lack of duplication, or affiliation with similar resources

PROJECT/PROGRAM DESCRIPTION

- Innovative or proven approach and justification
- Target population(s) clearly defined and within guidelines
- Activities clearly described and consistent with logic model
- Staff and resources adequate to implement activities
- Activities likely to result in stated outputs/outcomes
- Realistic time frame to implement program/project

LOGIC MODEL / PROJECTED RESULTS

- Stated program/project goal clear and relevant to CRA Overall Need
- Clear relationship between activities, outputs, and outcomes
- Activities appropriate to program/project goal
- Realistic outputs and outcomes relative to organization capacity
- Clear, measurable outputs
- Clear, measurable outcomes
- Program/project results likely to lead to stated Impacts

EVALUATION PLAN

- All CRA-funded activities addressed
- Outputs presented with measurable indicators
- Outcomes presented with measurable indicators
- Evaluation processes clearly described (who, how/tools, when)
- Evaluation processes reasonable, appropriate
- Implementation responsibility/process clearly defined
- Application/usefulness of evaluation results

BUDGET & SUSTAINABILITY

- Adequate, appropriate expense budget to implement program/project
- Line item costs explained/justified in narrative
- Use of CRA funds clearly identified, may be tracked
- Sufficient mix of funding secured to implement program/project
- Non-CRA funding solicited / pending
- Financial documents demonstrate responsible financial management
- Realistic plans to sustain program/project

Accountability for Use of CRA Funds

Nonprofit Partners will be required to submit quarterly and annual evaluation and financial reports to provide data to support progress toward projected outcomes and to account for use of CRA funds. Report forms and instructions will be provided to organizations upon execution of funding agreements and will also be available at the CRA office and by email upon request.

Discrepancies in meeting projections included in final funding documents, whether performance fails to meet or exceeds those projections, must be addressed in the organization's Quarterly Evaluation Report. At its discretion the CRA will work with Community Partners to address discrepancies, adjust projections, and/or improve performance.

Proposed changes to funding-related documents must be approved *in advance* by Alexina Jeannite, CRA Grant Manager, as follows:

- *All* changes to the Logic Model or Evaluation Plan
- Changes of *more than 10%* in any Budget line item



Cover Memorandum/Staff Report

File #: 18-1002 CRA

Agenda Date: 2/22/2022

Item #: 8C.

TO: CRA Board of Commissioners
FROM: Alexina Jeannite, Community Engagement Director
THROUGH: Renée A. Jadusingh, Esq., Executive Director
DATE: February 22, 2022

NOTICE OF DEFICIENCY(IES) - ACHIEVING GOALS USING IMPACT DRIVEN EVALUATION FUNDING AGREEMENT - OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.

Recommended Action:

Approve the following:

- 1) Issue the Old School Square Center for the Arts, Inc. ("OSSCA or OSS") a formal written notice of deficiency(ies) and opportunity to cure pursuant to the Achieving Goals Using Impact Driven Evaluation ("A-G.U.I.D.E.") Funding Agreement ("Notice of Deficiencies"); and
- 2) Issue the OSSCA reasonable notice for the Delray Beach Community Redevelopment Agency ("CRA") to access and examine all records, books, papers, or documents relating to the funding provided pursuant to the A-G.U.I.D.E. Funding Agreement; and
- 3) Should OSSCA fail to cure the deficiency(ies) to the satisfaction of the CRA, within fourteen (14) days from receipt of the Notice of Deficiencies, CRA Staff shall then issue written notice to OSSCA that the A-G.U.I.D.E. Funding Agreement is deemed immediately voided and notice that the CRA is entitled to recoup the portion of funds the CRA allocated and/or already disbursed to OSSCA pursuant to the A-G.U.I.D.E. Funding Agreement; and
- 4) The CRA's Chair, Executive Director and legal counsel may execute any and all related documents and take all necessary action to facilitate the above action(s).

Background:

During the January 25, 2022 CRA Regular Board meeting, a detailed update was provided to the Board on the status of OSSCA's FY 2020-2021 A-G.U.I.D.E. Funding Agreement. The update summarized OSSCA's failure to provide the CRA with information and documentation previously requested and deemed necessary by the CRA. The Board was also updated that the information and documentation provided by OSSCA to date, is insufficient and does not allow the CRA to fully evaluate OSSCA's performance, financial status, to determine if the funds are being expended in accordance with their A-G.U.I.D.E. application and A-G.U.I.D.E. Funding Agreement.

A-G.U.I.D.E. General Information

The purpose of the A-G.U.I.D.E. Funding Assistance Program is to assist select nonprofit organizations, located in a City of Delray Beach or CRA owned building(s), whose programs and services align with and further advance the CRA's mission and address the "Overall Needs" defined in the CRA's Community Redevelopment Plan and A-G.U.I.D.E. Guidelines.

Organizations meeting the following criteria are eligible to apply for A-G.U.I.D.E. funding:

- Mission consistent with the mission of the CRA
- Classified as tax-exempt under IRS 501(c)(3)
- In good standing with the State of Florida
- Housed in City- or CRA-owned facilities located in the CRA district
- Serves residents of the CRA district and/or visitors that come to the district to participate in funded programs, projects, and events
- Demonstrated commitment by Board of Directors to purpose and accountability for CRA funds.

Historically, A-G.U.I.D.E. Nonprofit Partners have focused on providing programs and services centered on affordable housing, economic and businesses development, and recreation and cultural facilities. Per the A-G.U.I.D.E. Guidelines, "CRA support for Nonprofit Partners that have received funding in prior years will not be increased ... and in fact funding may be decreased, according to the availability of funds and the quality of their applications relative to these guidelines." See A-G.U.I.D.E. Guidelines, page 5.

Notice of Deficiency(ies):

Paragraph 5 of the A-G.U.I.D.E. Funding Agreement states:

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.

Accordingly, pursuant to the terms and conditions of the A-G.U.I.D.E. Funding Agreement, if the CRA determines that OSSCA has not expended funds in accordance with its funding application, the CRA shall provide OSSCA written notice of the deficiency(ies) and fourteen (14) days to cure the deficiency(ies) to the satisfaction of the CRA. Should OSSCA fail to cure such deficiency(ies) to the satisfaction of the CRA, the CRA is entitled to recoup the portion of funds the CRA allocated and/or already disbursed to OSSCA.

Additionally, paragraph 12 of the A-G.U.I.D.E. Funding Agreement states:

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, 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.

Therefore, pursuant to the terms and conditions of the A-G.U.I.D.E. Funding Agreement, if the CRA determines that OSSCA is not achieving the stated impacts, outcomes, or is otherwise not furthering the CRA's goals and objectives in accordance with the A-G.U.I.D.E. Logic Model and Evaluation Plan, the CRA shall provide OSSCA written notice of the deficiency(ies) and fourteen (14) days to cure the deficiency(ies) to the satisfaction of the CRA. After delivery of written notice, should OSSCA fail to cure such deficiency(ies) to the satisfaction of the CRA, the CRA has the right to immediately void the A-G.U.I.D.E. Funding Agreement.

Furthermore, paragraph 8 of the A-G.U.I.D.E. Funding Agreement states:

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.

Pursuant to the terms and conditions of the A-G.U.I.D.E. Funding Agreement, upon reasonable notice, the CRA is entitled to access and examine all OSSCA records, books, papers, or documents related to the funding provided under the A-G.U.I.D.E. Funding Agreement, OSSCA is required to maintain all such information and documentation in accordance with the Florida Public Records Laws. Additionally, the OSSCA must refund to the CRA any funds expended in violation of the A-G.U.I.D.E. Funding Agreement.

Also, paragraph 14 of the A-G.U.I.D.E. Funding Agreement states:

14. PUBLIC RECORDS. 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.

....

Pursuant to the terms and conditions of the A-G.U.I.D.E. Funding Agreement, OSSCA must comply with the Public Records Act under Chapter 119, Florida Statutes and provide the CRA with public records upon request.

To date, OSSCA has not provided the CRA with information and documentation requested and OSSCA has provided insufficient information deemed by the CRA as necessary to fully evaluate OSSCA's performance, financial status, and to determine if the funds are being expended in accordance with the A-G.U.I.D.E. funding application and A-G.U.I.D.E. Funding Agreement.

At this time, pursuant to the A-G.U.I.D.E. Funding Agreement, OSSCA's continued failure to provide the CRA with the requested information and documentation and the insufficient information the OSSCA has provided constitutes a deficiency. Staff is requesting Board approval for the following:

- 1) Issue the OSSCA a formal written notice of deficiency(ies) and opportunity to cure pursuant to the A-G.U.I.D.E. Funding Agreement; and
- 2) Issue the OSSCA reasonable notice for the CRA to access and examine all records, books, papers, or documents relating to the funding provided pursuant to the A-G.U.I.D.E. Funding Agreement; and
- 3) Should OSSCA fail to cure the deficiency(ies) to the satisfaction of the CRA, within fourteen (14) days from receipt of the Notice of Deficiencies, CRA Staff shall then issue written notice to the OSSCA that the A-G.U.I.D.E. Funding Agreement is deemed immediately voided and notice that the CRA is entitled to recoup the portion of funds the CRA allocated and/or already disbursed to OSSCA pursuant to the A-G.U.I.D.E. Funding Agreement; and
- 4) The CRA's Chair, Executive Director and legal counsel may execute any and all related documents and take all necessary action to facilitate the above action(s).

Attachment(s): Exhibit A - OSSCA Funding History; Exhibit B -Fiscal Sustainability Forecast 2017-2020; Exhibit C - Fiscal Sustainability Forecast 2020-2023; Exhibit D - August 25, 2020 CRA Board Meeting Minutes Excerpt; Exhibit E - City of Delray Beach Internal Audit Report: #21-02 Old School Square Lease Complaint; Exhibit F - City Lease Internal Audit Presentation; Exhibit G- FY 2020-2021 - OSSCA A-G.U.I.D.E. Funding Agreement

CRA Attorney Review:

N/A

Funding Source/Financial Impact:

Funding previously allocated from General Ledger #7376 - A-GUIDE Funding.