

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date: June 4, 2024**

Consent

Regular

Ordinance

Public Hearing

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

- A) an agreement with Community Foundation for Palm Beach and Martin Counties, Inc. (“Community Foundation”) for the development and planning of the Palm Beach County African American Museum (“Museum”) in the amount of \$1,000,000 for an initial term of three years with an option to renew for an additional three years;
- B) an agreement with Community Foundation for the development and planning of the Palm Beach County Multicultural Resources Center and museum (Multicultural Center) in the amount of \$1,000,000 for an initial term of three years with an option to renew for an additional three years; and
- C) a Budget Transfer from Reserves in the American Rescue Plan Act (“ARPA”) Response Replacement Fund in the amount of \$1,000,000 to allocate available funding to the Multicultural Center.

**Summary:** Palm Beach County (“County”) and the Palm Beach County School District (“School District”), along with community stakeholders, are collaborating towards the planning and development of the Museum and a supporting research library, both to be sited at the former Roosevelt Full Service Center (“Roosevelt Center”) which is owned by the School District and located at 1601 North Tamarind Avenue, West Palm Beach. The School District has commenced phase 1 of the Roosevelt Center renovation project. Phase 2 of the project will provide for renovation of the buildings at the Roosevelt Center that will house the research library and for construction of a new 20,000 sq.ft. 2-story building to house the Museum. The scope of work for Phase 2 of the Roosevelt Center renovation project as will be implemented by the School District will be limited to shell construction, with design and construction of the interior buildout to be undertaken as a separate construction effort not funded nor lead by the School District. The Multicultural Center will serve as a place to aggregate and exchange community resources, while simultaneously providing museum-quality exhibition space to preserve history. It will be located within the County’s jurisdiction, preferably within the geographic limits of County Commission District 3. The land for siting of the Multicultural Center has yet to be allocated; County Staff is in the process of identifying a suitable civic site property for consideration by the Board of County Commissioners (“Board”) or donated land within District 3. Use of a non-governmental entity to lead the process and to pursue fundraising for the Museum and the Multicultural Center has been identified as the most efficient way to facilitate development of both initiatives. Community Foundation (a Florida non-profit corporation organized under Chapter 617, Florida Statutes) has been identified as a non-governmental entity that can provide the services required and lead the planning/development process for the Museum and the Multicultural Center, inclusive of fundraising efforts, fiscal and administrative support, through the creation of supporting organizations as provided for in Section 509(a)(3) of the Internal Revenue Services (“IRS”) regulations. Under each one of the agreements, the County will provide a contribution in the amount of \$1,000,000, to be disbursed by means of an initial advance of funds of up to \$250,000, followed by quarterly advances in the same amount. Approval of the quarterly advances will be conditioned on (i) Community Foundation providing a detailed accounting of all funds expended since the approval of the last request for advance funds, and (ii) the aggregate balance of prior funds advanced to Community Foundation (i.e., cash on hand) not exceeding \$75,000. Both facilities will provide cultural and educational information to residents and visitors. The initial term of the agreements is three years, with an option to extend for an additional three years. **Funding for these agreements is from the ARPA Response Replacement Fund. (FDO Admin) Districts 3 & 7/ Countywide (MWJ)**

**Background & Policy Issues:** The agreements provide a county contribution to initiate development, planning and fundraising efforts towards implementation of the Museum and the Multicultural Center initiatives.

**Attachments:**

- 1. Location Map
- 2. Museum Agreement
- 3. Multicultural Center Agreement
- 4. Budget Transfer

**Recommended By:** *Erin C. Ayala Celloz* 5/31/24  
 Department Director Date

**Approved By:** *W. Baker* 5/31/24  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Capital Expenditures</b>	<u>\$2M</u>	_____	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$2M</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
		Yes	<u>X</u>	No	
<b>Is Item Included in Current Budget:</b>					
<b>Is this item using Federal Funds?</b>		Yes	_____	No	<u>X</u>
<b>Is this item using State Funds?</b>		Yes	_____	No	<u>X</u>

Budget Account No: Fund 1164 Dept. 760 Unit 212B Object 8201  
1164 760 212C 8201

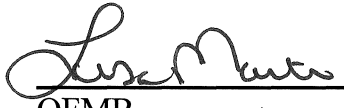
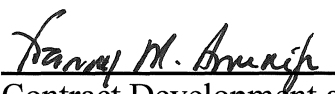

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

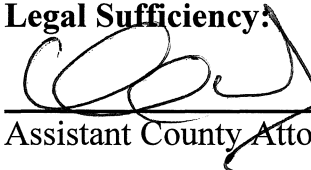
The Museum (Unit 212B) was included in the original Culture Capital Projects allocation when the ARPA Response Replacement Fund was established. A budget transfer from Reserves in the ARPA Response Replacement Fund is recommended for the Multicultural Center (Unit 212C).

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development & Control Comments:**

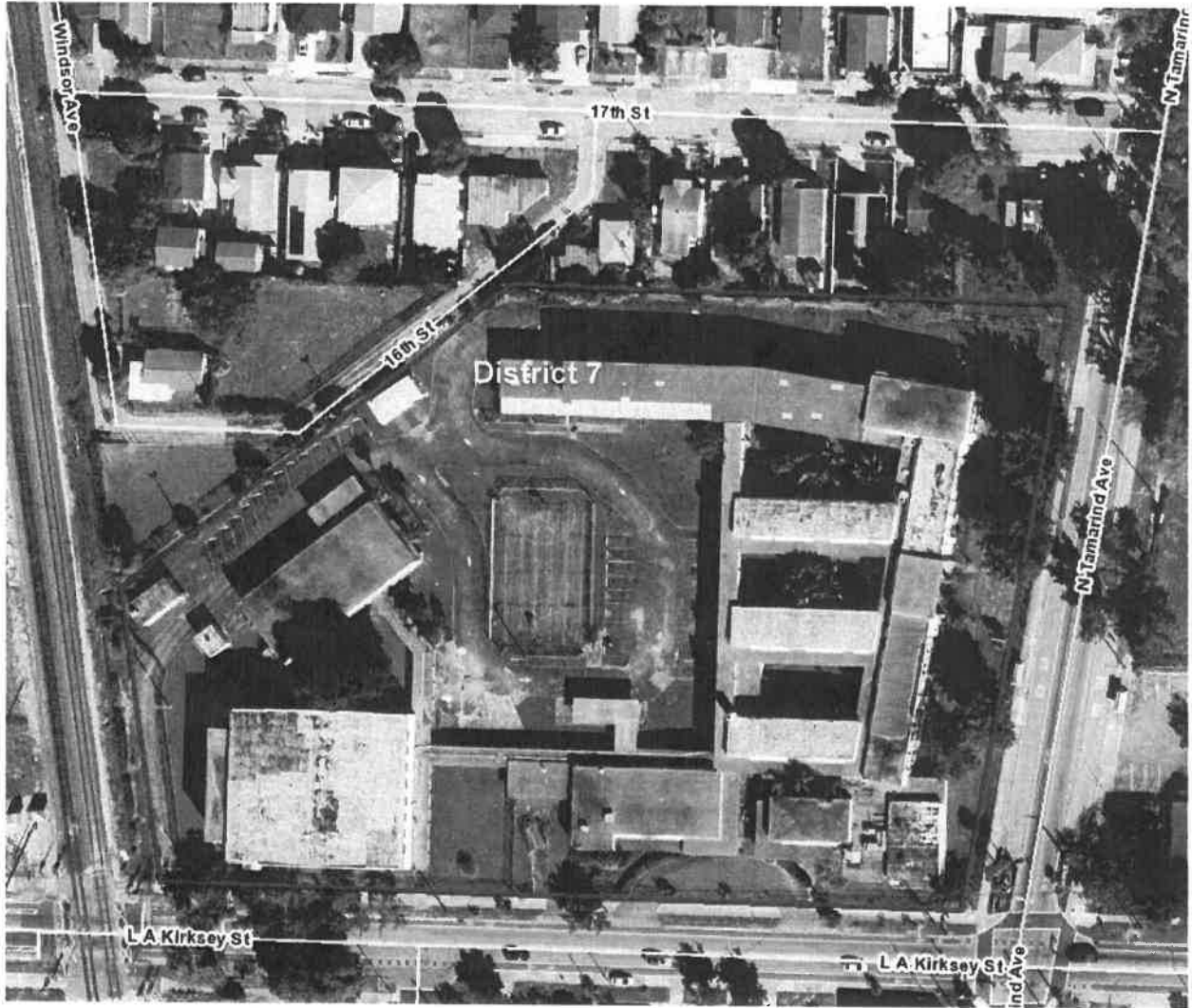
<u></u> 5/31/24 OFMB KK 5/31 AS 5/31	<u></u> <u></u> Contract Development and Control Mtd 5/31/24
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**B. Legal Sufficiency:**  
 5/31/24  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

ATTACHMENT 1  
Location Map



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE COMMUNITY FOUNDATION FOR THE PALM BEACH AND  
MARTIN COUNTIES, INC.**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE COMMUNITY FOUNDATION FOR THE PALM BEACH AND MARTIN COUNTIES, INC., a Florida non-profit corporation organized under Chapter 617, Florida Statutes, hereinafter referred to as "Community Foundation"; collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, the Palm Beach County School District ("School District") owns the former Roosevelt Full Service Center ("Roosevelt Center") located at 1601 Tamarind Avenue, West Palm Beach;

**WHEREAS**, the County and the School District, along with community stakeholders are collaborating towards the planning and development of a Palm Beach County African American Museum ("Museum") supported by a Research Library ("Research Library");

**WHEREAS**, the County and the School District have agreed to site the Museum and the Research Library at the Roosevelt Center;

**WHEREAS**, the School District has commenced Phase 1 of the Roosevelt Center renovation project;

**WHEREAS**, Phase 2 of the Roosevelt Center renovation project to be implemented by the School District will include renovation of buildings no. 1 and no. 5 (of the existing Roosevelt Center) to house the Research Library, and the construction of a new 20,000 sq.ft. 2-story building to house the Museum;

**WHEREAS**, the scope of work for Phase 2 of the Roosevelt Center renovation project as will be implemented by the School District will be limited to shell construction, with design and construction of the interior buildout to be undertaken as a separate construction effort not funded nor lead by the School District;

**WHEREAS**, the School District expects to commence design efforts for Phase 2 of the Roosevelt Center renovation project in Fall 2024 and expects to complete the same by Summer 2025;

**WHEREAS**, the School District expects to commence construction of Phase 2 of the Roosevelt Center renovation project in Fall 2025 and expects to complete the same by Winter 2026;

**WHEREAS**, the County and the School District, along with community stakeholders and the Community Foundation, remain engaged in determining the path forward for development of the Research Library;

**WHEREAS**, the County and the School District, along with community stakeholders, have identified that the most efficient way to facilitate planning and development of the Museum in alignment with the School District's Roosevelt Center renovation project, is to identify a non-governmental entity to lead the process and pursue fundraising efforts;

**WHEREAS**, Community Foundation is a non-profit organization organized and regulated by Chapter 617 of the Florida Statutes whose mission is to strengthen the community by amplifying philanthropy and catalyzing solutions, through direct work and in partnership with donors, nonprofits, and community stakeholders;

**WHEREAS**, Community Foundation has been identified as a non-governmental entity to lead the process and pursue initial fundraising efforts;

**WHEREAS**, Community Foundation will establish a not for profit corporation under Chapter 617, Florida Statutes, that will ultimately oversee the planning, development and operations of the Museum (inclusive of fundraising efforts), and the Community Foundation will seek tax exempt status for this new corporation as a supporting organization ("Supporting Organization") of the Community Foundation, as provided for in Section 509(a)(3) of the Internal Revenue Services ("IRS") regulations;

**WHEREAS**, the County wishes to enter into a funding agreement with Community Foundation to provide initial funding towards the planning and development efforts for the Museum; and

**WHEREAS**, the County finds that this Agreement is in the public's best interest and serves a public purpose.

**NOW THEREFORE**, in accordance with the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - RECITALS**

The parties affirm and incorporate the recitals set forth above.

## **ARTICLE 2 – COMMUNITY FOUNDATION’S OBLIGATIONS**

**Section 2.1 Supporting Organization.** Community Foundation will provide all services required to establish a Florida not for profit corporation under Chapter 617, Florida Statutes and seek tax exempt status from the IRS for a Type I supporting organization (as defined in Section 509(a)(3), IRS regulations) of the Community Foundation as per Community Foundations’ letter dated April 16, 2024 included as **Exhibit “B”**, which is attached hereto and incorporated herein.

**Section 2.2 Supporting Organization Board of Directors (“Board of Directors”).** In creating the Supporting Organization (e.g., articles of incorporation, bylaws), Community Foundation will determine the number of positions to be included on the Board of Directors for the Supporting Organization, which shall not be less than nine (9) nor more than fifteen (15). Three positions of said board of directors will be retained for appointment by the County as follows: the County Administrator or designee, the County’s District 7 Commissioner or designee; and the Cultural Council for Palm Beach County (“Cultural Council”) Executive Director or designee. Community Foundation will assist County Administration, the District 7 Commissioner and the Cultural Council in assessing potential candidates for appointment to the Board of Directors as to ensure that those invited to join are professionally equipped to further the Supporting Organization’s mission. Although Community Foundation, County Administration, the District 7 Commissioner, and Cultural Council will collaborate in the screening and assessment of potential candidates for appointment, County Administration, the District 7 Commissioner, and Cultural Council shall have sole and absolute discretion as to their respective appointees. All appointees must meet all requirements for membership of the Board of Directors to be elected and throughout their term of service and will be subject to removal on the same terms and conditions as other members of the Board of Directors as specified in the governing documents of the Supporting Organization.

At least two positions of the Board of Directors shall be retained for appointment by Community Foundation of community stakeholders’ representatives which shall be identified after stakeholder identification efforts, as detailed in Section 2.3 herein, have been completed.

Community Foundation will assist the Supporting Organization in identifying candidates for the Board of Directors. In assessing, selecting and/or recommending candidates for appointment to the Board of Directors, Community Foundation will seek to identify candidates whose academic, professional and/or philanthropic expertise will serve to further the Supporting Organization’s mission.

The County acknowledges that in order for Community Foundation to ensure compliance with IRS regulations, it must retain control of the Board of Directors by holding a majority of the seats on said board and otherwise meet the operational and organizational tests to be a supporting organization to the Community Foundation.

**Section 2.3 Stakeholder Identification.** Community Foundation will work with the County and Cultural Council to identify all private community stakeholders to involve in the planning and development efforts for the Museum. The County’s intent is to ensure inclusivity of interested

parties as planning and development efforts progress. Community Foundation will prepare a community engagement plan to provide for stakeholder involvement. Community Foundation shall deliver the community engagement plan to the Supporting Organization (once created) and shall assist the Supporting Organization in implementing the same.

**Section 2.4 Fundraising.** The County and Community Foundation acknowledge that the County Contribution will not suffice to cover all development, planning, construction and operation costs associated with the Museum. Therefore, Community Foundation's services in co-leading (along with the Supporting Organization once created) the fundraising efforts necessary towards the establishment of the Supporting Organization and for the planning, development, construction and operation of the Museum are deemed a critical and essential reason for the County entering into this Agreement. This Agreement does not provide a specific dollar amount to be fundraised; the Community Foundation will co-lead (along with the Supporting Organization once created) the planning effort to determine the fundraising goals and the associated timeline to attain them. Community Foundation will utilize its best efforts to meet the fundraising efforts and associated timeline. The County will reasonably cooperate with the Community Foundation and Supporting Organization as requested by them on these fundraising efforts.

**Section 2.5 Fiscal and Administrative Management.** Community Foundation will provide all fiscal and administrative management services for the creation of the Supporting Organization. Administrative fees will be as per the schedule included as **Exhibit "C"**, which is attached hereto and incorporated herein, to this Agreement. Administrative Fees will consist of direct and indirect costs. Direct costs shall be billed at value. Indirect costs shall not exceed 10% of the County Contribution. Fiscal and administrative services will include, but will not be limited to: staffing board meetings, preparing minutes, financial summaries, filing regulatory and compliance documents, providing directors & officers insurance, creating and providing a website for donations, legal drafting and filings, and creating/managing grant guidelines and implementation processes.

**Section 2.6 Initial Staffing.** Community Foundation will prepare position descriptions and conduct recruitment to retain the services of a Fundraiser and an Executive Project Manager who may either be independent contractors or employees of the Community Foundation. Once the Supporting Organization is established, the selected candidates will become independent contractors or employees of the Supporting Organization. The County retains the right to approve both position descriptions before Community Foundation initiates the recruitment process. The County will have the right to provide input for the selection of both positions, including the opportunity through the County Administrator or its designee, to meet with prospective candidates prior to final selection..

**Section 2.7 Office Space.** Community Foundation will provide the required office space and supplies for the Supporting Organization's staffers to provide services. Community Foundation will provide the necessary office space and supplies to conduct all required meetings of the Supporting Organization, including those of the Board of Directors. Expenses other than rent may

be paid from the County Contribution if the same are in alignment with the provisions of Sections 2.5 and 3.2, herein.

### **Section 2.8 Deliverables.**

**Section 2.8.1 Operational Framework.** Within forty-five (45) calendar days of the Effective Date of this Agreement, Community Foundation will provide the County Representative listed in Section 4.1 herein, a draft implementation plan (“Implementation Plan”) summarizing Community Foundation’s obligations and services under this Agreement, as well as those that the County and Community Foundation expect will be undertaken by the Supporting Organization (with Community Foundation’s guidance and support) once created. The implementation plan commencement date shall be the Effective Date and its end date shall be the projected date when all operations are expected to be fully transitioned to the Supporting Organization such that the same can continue with all Museum development and operational efforts. At a minimum, the Implementation Plan shall have the following milestones as it relates to Community Foundation’s obligation and services under this Agreement: 1) Effective Date, 2) legal filings/creation of the Supporting Organization, 3) recruitment efforts (Fundraiser and Executive Project Manager), 4) Board of Directors candidate assessments/selection, 5) Board of Directors appointments, and 6) fundraising efforts. At a minimum, the Implementation Plan shall have the following milestones as it relates to the tasks that the County and Community Foundation expect will be undertaken by the Supporting Organization: 1) architect/engineering (A/E) firm procurement and selection, 2) A/E contracting, 3) Museum program development, 4) Museum design development, 5) Museum operational planning, 6) Museum construction, 7) Museum operational staffing and marketing plan, 8) staffing for Museum operations, 9) Museum soft opening, and 10) Museum start of operations. Community Foundation acknowledges that the primary purpose of the Implementation Plan is to provide a guiding document for the County, Community Foundation, the Supporting Organization, and private stakeholders to follow towards the development of the Museum. Therefore, at the first meeting of the Board of Directors, Community Foundation shall advise the Board of Directors as to the existence and extent of the Implementation Plan. During the Term of this Agreement, Community Foundation will provide the Supporting Organization continued assistance in executing the Implementation Plan.

**Section 2.8.2 Staffing.** Within forty-five (45) calendar days of the Effective Date, Community Foundation will provide the County Representative listed in Section 4.1 the position descriptions referenced under Section 2.6 herein. The position descriptions shall be detailed as to responsibilities, qualifications and compensation. To supplement the position descriptions, Community Foundation shall provide the County Representative listed in Section 4.1 herein, a narrative overview of its recruitment strategy and the corresponding implementation timeline.

**Section 2.8.3 Supporting Organization’s Legal Filings.** Within forty-five (45) calendar days of the Effective Date, Community Foundation will provide the County Representative



listed in Section 4.1 herein, for its review and concurrence, a draft copy of all legal filings required to establish the Supporting Organization. Prior to filing the documents, Community Foundation shall take into account and consider all comments issued by the County Representative.

**Section 2.8.4 Stakeholder Identification.** Within forty-five (45) calendar days of the Effective Date, Community Foundation will provide the County Representative listed in Section 4.1 herein, a detailed list of private community stakeholders identified and a proposed community outreach plan. Community Foundation shall take into account and incorporate all comments issued by the County Representative.

**Section 2.8.5 Board of Directors.** Within ninety (90) calendar days of the Effective Date, Community Foundation will have identified all proposed appointees to the Board of Directors. The first meeting of the Board of Directors will occur within the later of (i) one hundred twenty (120) calendar days after the Effective Date or (ii) sixty (60) calendar days after Community Foundation's receipt of County's concurrence as specified in Section 2.8.3, herein. At the first meeting of the Board of Directors, Community Foundation shall advise the Board of Directors that amongst the most pressing matters that must be addressed is the selection of a design consultant to assist in the programming and design efforts for the interior buildout of the Museum. To ensure adequate coordination with the design efforts for Phase 2 being undertaken by the School District, it is expected that the Supporting Organization will have the design consultant for the Museum under contract by January 2025.

**Section 2.9 Reporting.** Every ninety (90) calendar days after the Effective Date, Community Foundation shall provide the County Representative performance and status reports detailing, but not limited to: 1) all funds expensed, 2) tasks completed, 3) fundraising efforts, 4) staffing, 5) community outreach, legal filings, Supporting Organization's operation, and a 6) three-month look ahead.

**Section 2.10 Meetings.** At the County's request, Community Foundation staff performing its obligations under this Agreement will make themselves available for meetings at reasonable times and intervals and with reasonable prior notice. Such meetings shall be held at the County's offices, unless otherwise agreed to by Community Foundation and the County.

### **ARTICLE 3 – COUNTY OBLIGATIONS**

**Section 3.1 County's Not to Exceed Amount.** The County will timely pay any and all costs accrued by Community Foundation, which are incurred in compliance with the requirements of this Agreement, not to exceed the currently appropriated County Contribution of one million dollars (\$1,000,000). Community Foundation recognizes that the County is providing a one-time contribution and future contributions are not expected nor guaranteed. However, nothing precludes the County from providing future appropriations. Community Foundation shall hold the

County Contribution in a separate account, ensuring that funds are not commingled with non-Museum related initiatives, thereby allowing for accounting of all expenditures.

**Section 3.2 Allowable Expenditures.** The Community Foundation will use the County Contribution for Museum planning, development and design efforts. Although unlikely, if funds were to remain from the County Contribution at the end of the planning period, the Community Foundation may use the same to support the Museum's construction and operations.

**Section 3.3 Initial Advance.** Upon execution and approval of this Agreement, Community Foundation may request an initial advance of funds up to two hundred fifty thousand dollars (\$250,000). Community Foundation will hold said advanced funds in accordance with the requirements set forth in Section 3.1, herein. The request for initial advance funds shall be made by Community Foundation in writing and delivered to the County Representative.

**Section 3.4 Quarterly Advances.** Every ninety (90) calendar days after the Effective Date, or earlier if the aggregate balance of prior funds advanced to Community Foundation (i.e., cash on hand) falls below seventy five thousand dollars (\$75,000), Community Foundation may request an additional advance of funds of up to two hundred fifty thousand dollars (\$250,000) provided that (i) the cash on hand does not exceed seventy five thousand dollars (\$75,000), and that (ii) Community Foundation provides a detailed accounting of all funds expended since the approval of the last request for advance funds.

**Section 3.5 Requisition Process for Quarterly Advance.** Community Foundation shall submit to the County a quarterly advance payment certification and requisition for costs incurred under this Agreement as per Section 3.4 above, which must include a copy of the all invoices paid, checks and/or payments issued with funds from the prior advance, certified by the Community Foundation in accordance with the requirements of **Exhibit "A"**, which is attached hereto and incorporated herein. Community Foundation agrees to deliver to the County such supporting materials as the County may reasonably require, and which Community Foundation has reasonable access to obtain. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County will make payments to Community Foundation in the amounts due within 30 days from the date of receipt of a complete payment certification and requisition from Community Foundation. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County will make partial payment of the non-disputed amount and provide notice of the disputed amount and the reason for the dispute to Community Foundation within ten (10) days of receipt of the payment certification and requisition.

#### **ARTICLE 4 – CONTRACT REPRESENTATIVES**

**Section 4.1 County Representative.** The County's representative/liaison ("County Representative") during the performance of this Agreement will be Isami Ayala-Collazo, Assistant County Administrator and Director Facilities Development & Operations, telephone no. 561.233.1447 or email [IAyalaCollazo@pbc.gov](mailto:IAyalaCollazo@pbc.gov).

**Section 4.2 Community Foundation Representative.** Community Foundation's representative/liaison ("Community Foundation's") during the performance of this Agreement will be Danita R. DeHaney, President/CEO, telephone no. 561.659.6800 or email [ddehaney@cfpbmc.org](mailto:ddehaney@cfpbmc.org).

#### **ARTICLE 5 – EFFECTIVE DATE, TERM AND TERMINATION**

**Section 5.1 Initial Term.** The initial term of this Agreement is for three (3) years, unless sooner terminated as provided for herein. The Initial Term shall commence immediately upon full execution of this Agreement and approval by the Board of County Commissioners ("Effective Date").

**Section 5.2 Renewal Term.** This Agreement may be renewed for one additional three (3)-year term. At least one hundred and twenty (120) calendar days before expiration of a term, Community Foundation must provide the County with a written request to renew this Agreement. The County shall have sole and absolute discretion as to its approval of the renewal request.

**Section 5.3 Termination.** In the event that a party fails to comply with the terms of this Agreement, then the non-defaulting party will provide to the defaulting party written notice of the default, and the defaulting party will have thirty (30) days within which to initiate action to correct the default and ninety (90) days within which to cure the default to the satisfaction of the non-defaulting party. In the event that the defaulting party fails to cure the default, the non-defaulting party will have the right to immediately terminate this Agreement. The effective date of the termination will be the notice of termination.

#### **ARTICLE 6 - PERSONNEL**

**Section 6.1 Qualified Personnel.** Community Foundation represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Community Foundation warrants that all services will be performed by fully qualified and properly licensed personnel, who are authorized or permitted under state and local law to perform such services. Such personnel will not be employees of or have any contractual relationship with the County.

**Section 6.2 Consultant/Contractor Requirements.** Community Foundation and the County acknowledge that the scope of services to be provided under this Agreement, including the timing of the creation of the Supporting Organization, along with the development timeline for the Roosevelt Center renovation project may lead to consultants and/or contractors being retained directly by Community Foundation. In such instance, Community Foundation will require its consultants to provide professional liability insurance in amounts as Community Foundation reasonably determines. Community Foundation will also require all consultants/contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of the Community Foundation endorsed thereon, in such amounts and in such manner as the Community Foundation may reasonably require. Community

Foundation will require that all consultants/contractors name County as an additional insured and/or third-party beneficiary to all insurance policies.

Community Foundation must include in its contracts with its consultants and contractors the following indemnity clause indemnifying the County:

*Consultant / Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant / Contractor and persons employed or utilized by the Consultant / Contractor in the performance of this Contract.*

Community Foundation will require contractors to furnish a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes, which bond will name County as a dual obligee.

In creating the Supporting Organization, Community Organization will require that the Supporting Organization meet all the requirements of this Section when contracting with consultants and/or contractor for the Museum.

#### **ARTICLE 7 - TAXES**

Community Foundation shall pay, if any, all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Agreement. Community Foundation shall make any and all payroll deductions required by law. Community Foundation herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the termination or expiration of this Agreement.

#### **ARTICLE 8 - INDEMNIFICATION**

Community Foundation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Community Foundation.

#### **ARTICLE 9 - MISCELLANEOUS**

**Section 9.1 Successors and Assigns.** The County and the Community Foundation each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Community Foundation shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. The Parties acknowledge that, in accordance with the Implementation Plan, once the Supporting Organization is created and fully operational, Community Foundation may

request the delegation or assignment of its rights and obligations under this Agreement to the Supporting Organization, consent to which the County shall not unreasonably withhold.

**Section 9.2 Remedies; Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 9.3 No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Community Foundation.

**Section 9.4 Independent Contractor.** Community Foundation is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons performing services under this Agreement on behalf of Community Foundation shall at all times, and in all places, be subject to Community Foundation's sole discretion, supervision, and control. Community Foundation shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Community Foundation's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

**Section 9.5 Arrears.** Community Foundation shall not pledge the County's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgement, lien, or any form of indebtedness. Community Foundation does not have the power or authority to bind the County in any promise, agreement or representation. Community Foundation further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**Section 9.6 Access and Audits.** Community Foundation shall maintain adequate records to justify all charges, expenses, and costs incurred pursuant to this Agreement for at least five (5) years after completion or termination of this Agreement. The County, upon reasonable prior written notice, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Community Foundation's place of business.

**Section 9.7 Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the

production of records, and to audit, investigate, monitor, and inspect the activities of the Community Foundation, its officers, agents, employees and lobbyists in relation to this Agreement in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 9.8 Non-Discrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, Community Foundation warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

**Section 9.9 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Section 9.10 Public Entity Crimes.** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Community Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**Section 9.11 Notice.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With copy to:

Palm Beach County Attorney's Office:  
301 North Olive Ave.  
West Palm Beach, Fl. 33401

If sent to Community Foundation, notices shall be addressed to:

Community Foundation for the Palm Beach and Martin Counties, Inc.  
ATTN: President/CEO  
700 South Dixie Highway, Suite 200  
West Palm Beach, FL 33401

With copy to:

M. Kristina Raattama  
MK Consulting, LLC  
3350 Virginia Street, Suite 218  
Miami, FL 33133-5341

**Section 9.12 Entirety of Contractual Agreement.** The County and Community Foundation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**Section 9.13 Regulations; Licensing Requirements. Community.** Community Foundation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Community Foundation is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**Section 9.14 Scrutinized Companies.**

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Community Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Community Foundation is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

**B. When Agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Community Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Community Foundation, this Agreement may be terminated

and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

**Section 9.15 Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Community Foundation: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Community Foundation shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Community Foundation is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 Chapter 119 or as otherwise provided by law. The Community Foundation further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 Community Foundation does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Community Foundation shall transfer, at no cost to the County, all public records in possession of the Community Foundation unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Community Foundation transfers all public records to the County upon completion of the Agreement, the Community Foundation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Community Foundation keeps and maintains public records upon completion of the Agreement, the Community Foundation shall meet all applicable requirements for retaining public records. All records stored electronically by the Community Foundation must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Community Foundation to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Community Foundation acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.



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

**Section 9.16 Counterparts.** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Community Foundation shall execute by manual means only, unless the County provides otherwise.

**Section 9.17 E-Verify – Employment Eligibility.** Community Foundation warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with and uses the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Community Foundation's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this Agreement if it has a good faith belief that Community Foundation has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

**Section 9.18 Annual Budgetary Funding.** This Agreement and all obligations of the County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, County and Community Foundation have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

**ATTEST:**

**COUNTY:**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT &  
COMPTROLLER**

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

**APPROVED AS TO LEGAL  
SUFFICIENCY:**


**APPROVED AS TO TERMS AND  
CONDITIONS:**


By: \_\_\_\_\_  
County Attorney

By:   
Isami Ayala-Collazo, Director  
Facilities Development & Operations

**WITNESS:**

**COMMUNITY FOUNDATION:  
COMMUNITY FOUNDATION FOR  
PALM BEACH AND MARTIN  
COUNTIES, INC.**

By:  DocuSigned by:  
Elizabeth Pritchard 5/31/2024  
172A6255A2E4472

By:  DocuSigned by: 5/31/2024  
F62849F001BA448...  
Danita R. DeHaney, President/CEO

**EXHIBIT A**  
**QUARTERLY PAYMENT CERTIFICATION AND REQUISITION**

Board of County Commissioners  
Palm Beach County, Florida

**Name of Agreement:** Funding Agreement for Palm Beach County African American Museum  
**Payee:** Community Foundation for the Palm Beach and Martin Counties, Inc. (“Community Foundation”)  
**Amount to be Paid:** \$

The Community Foundation submits this payment certification and requisition (with accompanying invoices and other supporting documentation) to Palm Beach County, Florida (the “County”) for payment under the above-referenced Agreement of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certifies as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Agreement;
- (ii) that the obligation described above was incurred by, or through, the Community Foundation and that each item thereof is a proper charge against the Agreement and has not been the basis of any previous payment request;
- (iii) that all prior distributions made pursuant to previous payment requisitions relating to this Agreement were applied in the manner set forth in such payment requisition;
- (iv) that all required insurance and governmental approvals needed for the work at this time, are in full force and effect;
- (v) that the work performed to date has been satisfactorily performed in accordance with your contractual requirements with your consultants and/or contractors; and
- (vi) that there has not been filed or served upon the County or the Community Foundation a notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

Community Foundation for the Palm Beach and Martin Counties, Inc.

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**COMMUNITY FOUNDATION LETTER (DATED APRIL 16, 2024)**



OFFICERS  
CHAIR  
Jeffrey A. Stroops

VICE CHAIR  
Susan P. Brockway

TREASURER  
Dennis S. Hudson III

SECRETARY  
Sheree Davis Cunningham

IMMEDIATE PAST CHAIR  
Julie Fisher Cummings

PRESIDENT & CEO  
Danita R. DeHaney

BOARD OF DIRECTORS  
Michael J. Bracci  
Nancy C. Brinker  
Timothy D. Burke  
Julie Fisher Cummings  
Chip DiPaula  
William E. Donnell  
Earnie Ellison Jr.  
Dennis P. Gallon  
Phyllis M. Gillespie  
Tammy Jackson-Moore  
Joanne Julien  
Gabrielle Raymond McCee  
David Mérot  
Elizabeth R. Neuhoff  
Pamela M. Rauch  
Laurie Silvers  
Susan S. Stautberg  
Meredith Trim

PRESIDENT EMERITUS  
Bradley A. Hurlburt

April 16, 2024

**VIA EMAIL**

Verdenia C. Baker, County Administrator  
Mack Bernard, County Commissioner  
Board of County Commissioners  
301 N. Olive Avenue, Suite 1201  
West Palm Beach, FL 33401

Re: African American Museum at Coleman Park/Roosevelt High School

Dear Ms. Baker and Commissioner Bernard,

We at the Community Foundation want to express our sincere appreciation for your ongoing commitment to enriching our community. We particularly value the recent discussions we have had about the proposed African American Museum. As you know, the Community Foundation is a civic leader around the community's most pressing issues, and exists to facilitate philanthropy, provide dedicated support to donors, and empower our nonprofit partners. The African American Museum project perfectly aligns with this mission, allowing us to leverage all three aspects of our services. By establishing a supporting organization with the Community Foundation, your vision for an African American Museum in our community can become a reality.

First, by capitalizing on the leadership of the county and the established network of the Community Foundation, we would attract attention from the philanthropic community. Second, the supporting organization would experience the highest level of support, investment expertise, and back-office administrative and customer service afforded to all our fundholders. And third, the supporting organization — as a nonprofit public charity in its own right — would develop and grow through the partnership of shared governance, oversight, and expertise from the Community Foundation's staff and board.

In addition to the opportunity to fulfill our mission and the benefits we believe we can uniquely provide, it would be deeply satisfying — both to



Baker and Bernard  
April 16, 2024  
Page Two

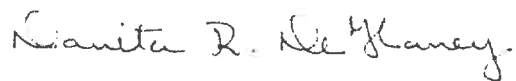
the organization I help lead, as well as to me as an individual — to assist in bringing this important project to fruition.

So, I want to thank you for the conversations we have already had about this potential collaboration and partnership. To continue this process, please see the following attached documents for your review and consideration. They are:

- An explanation of a Supporting Organization
- A proposed position description for a Facilities Manager
- A proposed position description for a Fundraiser

We are at your service to further discuss any of these as well as answer any questions you or your board have. Until then, please know how grateful we are to be in conversation about this project and how excited we are at the possibility of partnering with you.

Sincerely,



Danita R. DeHaney  
President and CEO

Cc: Jeffrey A. Stoops, CFPBMC Board Chair  
Lia T. Gaines, Executive Director, Center for Enterprise Opportunity  
Mary Katherine Morales, CFPBMC VP for Philanthropic Services

## **DRAFT Position Description**

### **We are seeking an experienced Facilities Manager for our new African American Museum.**

To ensure the groundbreaking African American museum thrives, we need a **visionary Facilities Manager** who can bridge the gap between facility management and core museum operations. This individual will be a **forward-thinking leader**, managing the construction process with an eye on the future. The successful candidate will understand how everyday facility operations directly impact the museum's ability to showcase African American history and culture. This **integrated approach** will not only guarantee a functional building, but one that is **seamlessly designed** to optimally serve our exhibits and collections for years to come.

#### **General Facilities Management:**

- Experience: Minimum 7-10 years of experience managing a commercial or institutional facility with a preference to a museum facility
- Knowledge: Building systems (HVAC, electrical, plumbing, fire safety), preventative maintenance plans, budgeting for repairs and renovations, work order management, and OSHA compliance.
- Skills: Ability to oversee maintenance staff (if applicable), conduct inspections, prioritize repairs, manage contractors, and ensure a safe and functional environment.

#### **Construction Liaison:**

- Experience: Working with the Palm Beach County school district, architects, contractors, and inspectors during the construction phases.
- Knowledge: Construction phases, timelines, and budgets. Ability to read blueprints and identify potential issues related to future museum operations (e.g., exhibit space limitations, environmental control system placement).
- Skills: Strong communication and problem-solving skills to collaborate effectively with construction teams, ensure museum needs are met (including future exhibit space functionality and artifact storage), and advocate for the museum's vision.

#### **Museum Operations Integration:**

- Knowledge: Basic museum security protocols, environmental controls for artifact preservation (light, humidity, temperature), emergency



preparedness for museum collections. This knowledge can be developed during the construction phase in collaboration with curators.

- Skills: Ability to work collaboratively with curators on exhibit installation needs during the construction phase to ensure future flexibility and functionality of the space. Develop a basic understanding of museum technology (e.g., exhibit lighting, audio-visual equipment) during the selection process for building systems.

**Community Collaboration:**

- Skills: Excellent communication and interpersonal skills to build rapport with the school district, county officials, and community leaders. Ability to participate in meetings and represent the museum professionally.

**Additional Considerations:**

- Understanding of African American history and culture: A plus, as it demonstrates a connection to the museum's mission.
- Project Management Skills: Beneficial for overseeing the museum's setup during and after construction, ensuring a smooth transition to full operation.
- Attention to Detail: Crucial for ensuring the museum's exhibits and artifacts are displayed and stored in a safe and controlled environment during construction and future operations.
- Flexibility: The early stages of development might require working outside of normal business hours.

By prioritizing these skills, the county can recruit a Facilities Manager who can not only manage the building's construction and day-to-day operations but also collaborate with museum professionals to ensure a space that effectively serves the needs of future exhibits and collections.

## **DRAFT Position Description**

**We are seeking a passionate and experienced Fundraiser to join our team as we build and develop our new African American Museum.**

### **Responsibilities:**

- Develop and implement a comprehensive fundraising strategy to secure funding for museum operations, exhibits, and educational programs.
- Identify and cultivate relationships with individual donors, foundations, and corporate sponsors.
- Serves as a spokesperson and advocate of the museum; effectively represents the institution to community, professional, governmental, civic and private agencies; enhances the organization's public image to expand interest and support.
- Craft compelling grant proposals and solicitations that align with donor interests and museum goals.
- Manage stewardship efforts to maintain strong relationships with existing donors.
- Organize and execute fundraising events, including galas, auctions, and online fundraising campaigns.
- Track and analyze fundraising data to measure progress and identify areas for improvement.
- Assist with grant reporting and maintain accurate fundraising records.
- Work collaboratively with the museum leadership team to develop a strong case for support.

### **Qualifications:**

- Minimum 3-5 years of experience in fundraising, preferably within the non-profit sector.
- Proven track record of exceeding fundraising goals.
- Excellent communication and interpersonal skills, with the ability to build strong relationships with donors.
- Strong written and verbal communication skills, with the ability to craft compelling proposals and solicitations.
- Excellent organizational skills and the ability to manage multiple projects simultaneously.
- Experience with fundraising databases and CRM software a plus.
- Understanding of grant writing principles a plus.
- Experience working within a museum setting (highly desirable, but not mandatory).
- Passion for African American history and culture a plus.
- Experience working on government funded projects a plus.

**Benefits:**

- Competitive salary and benefits package.
- The opportunity to be part of a dynamic and growing organization.
- Make a significant impact on preserving and sharing African American history and culture.

**To Apply:**

Please submit your resume and cover letter to [email protected]

**In your cover letter, please tell us why you are passionate about fundraising for the African American Museum and what unique skills and experiences you would bring to this role.**

# Supporting Organization: A Private Foundation Alternative



## What Is a Supporting Organization?

A Supporting Organization is an alternative to a private foundation for philanthropically-minded individuals, families, corporations and government partners. As a supporting organization to the Community Foundation, this entity would have tax exempt status as a public charity with a separate identity and its own mission and board of directors.

## Who Should Consider a Supporting Organization?

For individuals interested in starting their own foundation without the legal, financial and administrative burden, a Supporting Organization is an ideal solution with even greater tax advantages than a private foundation.

## How Does a Supporting Organization Work?

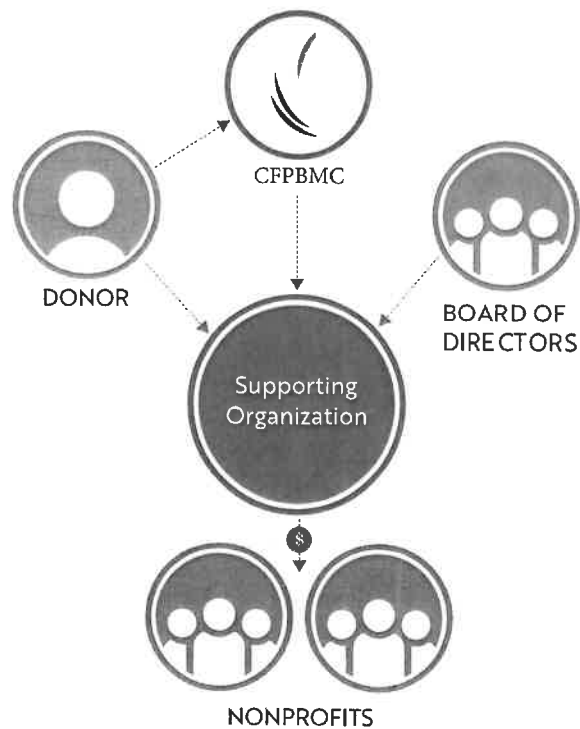
- 1 **Give:** Establish a Supporting Organization with a gift. A Supporting Organization is a distinct charitable entity that operates under the umbrella of the Community Foundation.
- 2 **Invest:** Your fund assets can grow tax free in pooled, professionally managed portfolios. You may use your own qualified investment advisor who may manage the charitable assets.
- 3 **Establish:** Develop your board of directors and mission statement with support from Community Foundation expert staff. We handle all the legal filing, establishment of bylaws and articles of incorporation.

## At a Glance

### Supporting Organization Fund

- » Simpler, more cost and administratively efficient alternative to a private foundation
- » We manage the administrative and management burdens
- » No required minimum distribution nor public support test
- » Greater tax benefits

- 4 **Grant:** The Fund's board recommends grants; the Community Foundation takes care of grant distribution and monitoring, annual audit and tax filing, accounting and investment oversight, reporting, and payroll services.



## What Are the Benefits of a Supporting Organization?

- The Community Foundation provides full administrative and management support for the fund, including accounting and filing of all required reports, annual tax returns, and audits.
- The Community Foundation assists in creating your grantmaking mission or focus, structuring grant applications and the review process, evaluating grants made, and publicizing its activities.
- Receive a higher tax deduction for various assets compared with a private foundation.
- The Community Foundation's team of experts helps identify grantees and ensure that recipients are qualified and effective.
- Maintenance costs are typically lower than a private foundation.
- Choose to pool the fund's assets with the Community Foundation's own assets, or have a separately managed investment account.
- This fund does not have any mandated distribution requirements – whereas private foundations are required by law to distribute at least 5% of net asset value annually.
- You can give complex assets at fair market value (e.g., real estate, closely-held stock, etc.) upon board approval.
- Opportunity to name the organization in honor of the donor(s), a family member, a friend, or an organization.
- Ability to give anonymously.
- Involve family in your giving across generations.

## What Are the Tax Advantages of a Supporting Organization?

- Higher income tax deductions than a private foundation.
- Avoid capital gains with gifts of appreciated assets to the Supporting Organization.

## What Are the Account Minimums and Fee Calculations?

The Community Foundation has no minimums to create a Supporting Organization. Additional contributions may be made at any time.

Administrative fees are assessed based on services provided.

Administrative fees charged to funds cover general operating costs for gift processing, including donor tax receipts, grants and expense processing, and the Community Foundation's other charitable purposes. Investment management fees related to the foundation's investment pools are also charged.

Additional fees may be charged or mutually agreed upon for other services rendered on behalf of a fund.

**To establish a SUPPORTING ORGANIZATION, contact the Philanthropic Services Team at (561) 659-6800 or email [info@cfpbmc.org](mailto:info@cfpbmc.org).**

**EXHIBIT C**  
**ADMINISTRATIVE FEES SCHEDULE**

# Supporting Organization: A Private Foundation Alternative



## What Is a Supporting Organization?

A Supporting Organization is an alternative to a private foundation for philanthropically-minded individuals, families, corporations and government partners. As a supporting organization to the Community Foundation, this entity would have tax exempt status as a public charity with a separate identity and its own mission and board of directors.

## Who Should Consider a Supporting Organization?

For individuals interested in starting their own foundation without the legal, financial and administrative burden, a Supporting Organization is an ideal solution with even greater tax advantages than a private foundation.

## How Does a Supporting Organization Work?

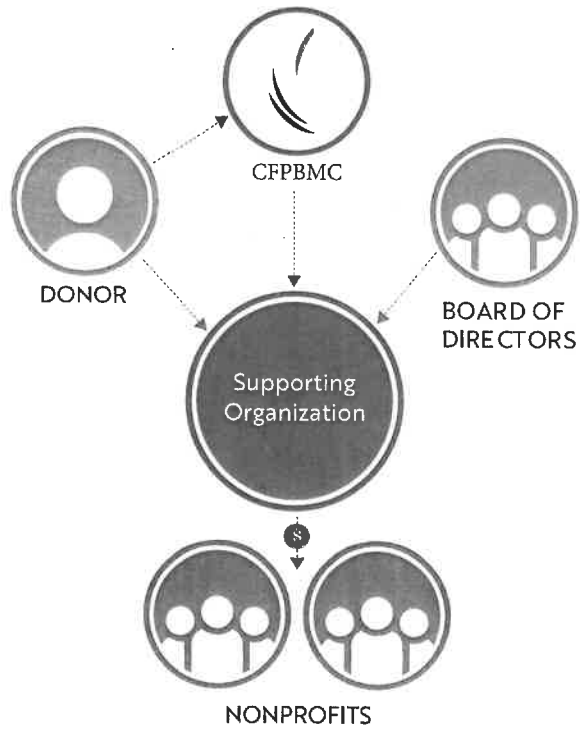
- 1 **Give:** Establish a Supporting Organization with a gift. A Supporting Organization is a distinct charitable entity that operates under the umbrella of the Community Foundation.
- 2 **Invest:** Your fund assets can grow tax free in pooled, professionally managed portfolios. You may use your own qualified investment advisor who may manage the charitable assets.
- 3 **Establish:** Develop your board of directors and mission statement with support from Community Foundation expert staff. We handle all the legal filing, establishment of bylaws and articles of incorporation.

## At a Glance

### Supporting Organization Fund

- » Simpler, more cost and administratively efficient alternative to a private foundation
- » We manage the administrative and management burdens
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## What Are the Benefits of a Supporting Organization?

- The Community Foundation provides full administrative and management support for the fund, including accounting and filing of all required reports, annual tax returns, and audits.
- The Community Foundation assists in creating your grantmaking mission or focus, structuring grant applications and the review process, evaluating grants made, and publicizing its activities.
- Receive a higher tax deduction for various assets compared with a private foundation.
- The Community Foundation's team of experts helps identify grantees and ensure that recipients are qualified and effective.
- Maintenance costs are typically lower than a private foundation.
- Choose to pool the fund's assets with the Community Foundation's own assets, or have a separately managed investment account.
- This fund does not have any mandated distribution requirements – whereas private foundations are required by law to distribute at least 5% of net asset value annually.
- You can give complex assets at fair market value (e.g., real estate, closely-held stock, etc.) upon board approval.
- Opportunity to name the organization in honor of the donor(s), a family member, a friend, or an organization.
- Ability to give anonymously.
- Involve family in your giving across generations.

## What Are the Tax Advantages of a Supporting Organization?

- Higher income tax deductions than a private foundation.
- Avoid capital gains with gifts of appreciated assets to the Supporting Organization.

## What Are the Account Minimums and Fee Calculations?

The Community Foundation has no minimums to create a Supporting Organization. Additional contributions may be made at any time.

Administrative fees are assessed based on services provided. Based on schedule of direct and indirect services on Attachment 2 the fee is 10%.

Administrative fees charged to funds cover general operating costs for gift processing, including donor tax receipts, grants and expense processing, and the Community Foundation's other charitable purposes. Investment management fees related to the foundation's investment pools are also charged.

Additional fees may be charged or mutually agreed upon for other services rendered on behalf of a fund.

**To establish a SUPPORTING ORGANIZATION, contact the Philanthropic Services Team at (561) 659-6800 or email [info@cfpbmc.org](mailto:info@cfpbmc.org).**





**Attachment 2**  
**Community Foundation for Palm Beach and Martin Counties**

<b>Direct Fee</b>	<b>Indirect Fee</b>
D&O insurance/Workers' Comp Insurance/Unemployment Insurance	Professional management and oversight
Legal filings	Staffing board meetings, preparing minutes, and financial summaries, and conducting follow-up
990 Tax Return	Filing documents with federal and state authorities (Sunbiz, etc.)
Independent Financial Audit	Access to the donor portal
Sunbiz fee	Provide a website portal for donations
Associated payroll taxes and benefits for employees, payroll and HR software	Financial oversight and reporting
Recruiting and advertising for the positions	Review of investment performance and fees
Assigned copier code for printing	Access to investment pools
	Process and record incoming donations along with tax receipts
	Vendor setup
	Process payroll, and voucher payments via ACH
	Creating and managing grant guidelines and implementation processes

Independent contractors will supply their own computer equipment, software licensing, cell phones, and software etc.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

THE COMMUNITY FOUNDATION FOR PALM BEACH AND MARTIN COUNTIES, INC.

### Filing Information

<b>Document Number</b>	722368
<b>FEI/EIN Number</b>	23-7181875
<b>Date Filed</b>	01/03/1972
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDED AND RESTATED ARTICLES
<b>Event Date Filed</b>	06/08/1995
<b>Event Effective Date</b>	NONE

### Principal Address

700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Changed: 04/27/2009

### Mailing Address

700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Changed: 04/27/2009

### Registered Agent Name & Address

Bell, Stacey  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Name Changed: 02/01/2023

Address Changed: 03/22/2019

### Officer/Director Detail

#### **Name & Address**

Title CFO

Bell, Stacey  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Chair

Stoops, Jeffrey A.  
S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Bracci, Michael  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Vice Chair

Brockway, Susan P.  
S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title President / CEO

DeHaney, Danita R.  
S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Treasurer

Hudson, Dennis S., III  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Secretary

Cunningham Davis, Sheree  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Director

Burke, Timothy D  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Director

DiPaula, Chip  
700 S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Ellison, Earnie, Jr.  
700 S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Stautberg, Susan S  
700 S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Julien, Joanne  
SOUTH DIXIE HWY  
STE 200  
WEST PALM BEACH, FL 33401

Title Immed. Past Chair

Cummings, Julie Fisher  
S DIXIE HWY  
STE 200  
WEST PALM BEACH, FL 33401

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/16/2022
2023	02/01/2023
2024	01/05/2024

**Document Images**

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**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE COMMUNITY FOUNDATION FOR THE PALM BEACH AND  
MARTIN COUNTIES, INC.**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE COMMUNITY FOUNDATION FOR THE PALM BEACH AND MARTIN COUNTIES, INC., a Florida non-profit corporation organized under Chapter 617, Florida Statutes, hereinafter referred to as "Community Foundation"; collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, the County is collaborating with private community stakeholders towards the planning and development of a Palm Beach County Multicultural Resources Center and museum (Multicultural Center);

**WHEREAS**, the Multicultural Center will be located within the County's jurisdiction, preferably within the geographic limits of County Commission District 3;

**WHEREAS**, the land for siting of the Center has yet to be allocated;

**WHEREAS**, County Staff is working on identifying a suitable civic site property or donated land for consideration by the Board of County Commissioners (Board);

**WHEREAS**, the required space programming for the Multicultural Center is yet to be developed;

**WHEREAS**, the County along with community stakeholders, have identified that the most efficient way to facilitate planning and development of the Multicultural Center, is to identify a non-governmental entity to lead the process and pursue fundraising efforts;

**WHEREAS**, Community Foundation is a non-profit organization organized and regulated by Chapter 617 of the Florida Statutes whose mission is to strengthen the community by amplifying philanthropy and catalyzing solutions, through direct work and in partnership with donors, nonprofits, and community stakeholders;

**WHEREAS**, Community Foundation has been identified as a non-governmental entity to lead the process and pursue initial fundraising efforts;

**WHEREAS**, Community Foundation will establish a not for profit corporation under Chapter 617, Florida Statutes, that will ultimately oversee the planning, development and operations of the Multicultural Center (inclusive of fundraising efforts), and the Community Foundation will seek tax exempt status for this new corporation as a supporting organization (“Supporting Organization”) of the Community Foundation, as provided for in Section 509(a)(3) of the Internal Revenue Services (“IRS”) regulations;

**WHEREAS**, the County wishes to enter into a funding agreement with Community Foundation to provide initial funding towards the planning and development efforts for the Multicultural Center; and

**WHEREAS**, the County finds that this Agreement is in the public’s best interest and serves a public purpose.

**NOW THEREFORE**, in accordance with the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - RECITALS**

The parties affirm and incorporate the recitals set forth above.

**ARTICLE 2 – COMMUNITY FOUNDATION’S OBLIGATIONS**

**Section 2.1 Supporting Organization.** Community Foundation will provide all services required to establish a Florida not for profit corporation under Chapter 617, Florida Statutes and seek tax exempt status from the IRS for a Type I supporting organization (as defined in Section 509(a)(3), IRS regulations) of the Community Foundation as per Community Foundations’ letter dated May 30, 2024 included as **Exhibit “B”**, which is attached hereto and incorporated herein.

**Section 2.2 Supporting Organization Board of Directors (“Board of Directors”).** In creating the Supporting Organization (e.g., articles of incorporation, bylaws), Community Foundation will determine the number of positions to be included on the Board of Directors for the Supporting Organization, which shall not be less than nine (9) nor more than fifteen (15). Three positions of said board of directors will be retained for appointment by the County as follows: the County Administrator or designee, the County’s District 3 Commissioner or designee; and the Cultural Council for Palm Beach County (“Cultural Council”) Executive Director or designee. Community Foundation will assist County Administration, the District 3 Commissioner and the Cultural Council in assessing potential candidates for appointment to the Board of Directors as to ensure that those invited to join are professionally equipped to further the Supporting Organization’s mission. Although Community Foundation, County Administration, the District 3 Commissioner, and Cultural Council will collaborate in the screening and assessment of potential candidates for appointment, County Administration, the District 3 Commissioner, and Cultural Council shall have sole and absolute discretion as to their respective appointees. All appointees must meet all

requirements for membership of the Board of Directors to be elected and throughout their term of service and will be subject to removal on the same terms and conditions as other members of the Board of Directors as specified in the governing documents of the Supporting Organization.

At least two positions of the Board of Directors shall be retained for appointment by Community Foundation of community stakeholders' representatives which shall be identified after stakeholder identification efforts, as detailed in Section 2.3 herein, have been completed.

Community Foundation will assist the Supporting Organization in identifying candidates for the Board of Directors. In assessing, selecting and/or recommending candidates for appointment to the Board of Directors, Community Foundation will seek to identify candidates whose academic, professional and/or philanthropic expertise will serve to further the Supporting Organization's mission.

The County acknowledges that in order for Community Foundation to ensure compliance with IRS regulations, it must retain control of the Board of Directors by holding a majority of the seats on said board and otherwise meet the operational and organizational tests to be a supporting organization to the Community Foundation.

**Section 2.3 Stakeholder Identification.** Community Foundation will work with the County and Cultural Council to identify all private community stakeholders to involve in the planning and development efforts for the Multicultural Center. The County's intent is to ensure inclusivity of interested parties as planning and development efforts progress. Community Foundation will prepare a community engagement plan to provide for stakeholder involvement. Community Foundation shall deliver the community engagement plan to the Supporting Organization (once created) and shall assist the Supporting Organization in implementing the same.

**Section 2.4 Fundraising.** The County and Community Foundation acknowledge that the County Contribution will not suffice to cover all development, planning, construction and operation costs associated with the Multicultural Center. Therefore, Community Foundation's services in co-leading (along with the Supporting Organization once created) the fundraising efforts necessary towards the establishment of the Supporting Organization and for the planning, development, construction and operation of the Multicultural Center are deemed a critical and essential reason for the County entering into this Agreement. This Agreement does not provide a specific dollar amount to be fundraised; the Community Foundation will co-lead (along with the Supporting Organization once created) the planning effort to determine the fundraising goals and the associated timeline to attain them. Community Foundation will utilize its best efforts to meet the fundraising efforts and associated timeline. The County will reasonably cooperate with the Community Foundation and Supporting Organization as requested by them on these fundraising efforts.

**Section 2.5 Fiscal and Administrative Management.** Community Foundation will provide all fiscal and administrative management services for the creation of the Supporting Organization. Administrative fees will be as per the schedule included as **Exhibit "C"**, which is attached hereto



and incorporated herein, to this Agreement. Administrative Fees will consist of direct and indirect costs. Direct costs shall be billed at value. Indirect costs shall not exceed 10% of the County Contribution. Fiscal and administrative services will include, but will not be limited to: staffing board meetings, preparing minutes, financial summaries, filing regulatory and compliance documents, providing directors & officers insurance, creating and providing a website for donations, legal drafting and filings, and creating/managing grant guidelines and implementation processes.

**Section 2.6 Initial Staffing.** Community Foundation will prepare position descriptions and conduct recruitment to retain the services of a Fundraiser and an Executive Project Manager who may either be independent contractors or employees of the Community Foundation. Once the Supporting Organization is established, the selected candidates will become independent contractors or employees of the Supporting Organization. The County retains the right to approve both position descriptions before Community Foundation initiates the recruitment process. The County will have the right to provide input for the selection of both positions, including the opportunity through the County Administrator or its designee, to meet with prospective candidates prior to final selection.

**Section 2.7 Office Space.** Community Foundation will provide the required office space and supplies for the Supporting Organization's staffers to provide services. Community Foundation will provide the necessary office space and supplies to conduct all required meetings of the Supporting Organization, including those of the Board of Directors. Expenses other than rent may be paid from the County Contribution if the same are in alignment with the provisions of Sections 2.5 and 3.2, herein.

**Section 2.8 Deliverables.**

**Section 2.8.1 Operational Framework.** Within ninety (90) calendar days of the Effective Date of this Agreement, Community Foundation will provide the County Representative listed in Section 4.1 herein, a draft implementation plan ("Implementation Plan") summarizing Community Foundation's obligations and services under this Agreement, as well as those that the County and Community Foundation expect will be undertaken by the Supporting Organization (with Community Foundation's guidance and support) once created. The implementation plan commencement date shall be the Effective Date and its end date shall be the projected date when all operations are expected to be fully transitioned to the Supporting Organization such that the same can continue with all Multicultural Center development and operational efforts. At a minimum, the Implementation Plan shall have the following milestones as it relates to Community Foundation's obligation and services under this Agreement: 1) Effective Date, 2) legal filings/creation of the Supporting Organization, 3) recruitment efforts (Fundraiser and Executive Project Manager), 4) Board of Directors candidate assessments/selection, 5) Board of Directors appointments, and 6) fundraising efforts. At a minimum, the Implementation Plan shall have the following milestones as it relates to the tasks that the County and Community Foundation expect will be undertaken by the Supporting Organization: 1) architect/engineering (A/E) firm procurement and selection,

2) A/E contracting, 3) Multicultural Center program development, 4) Multicultural Center design development, 5) Multicultural Center operational planning, 6) Multicultural Center construction, 7) Multicultural Center operational staffing and marketing plan, 8) staffing for Multicultural Center operations, 9) Multicultural Center soft opening, and 10) Multicultural Center start of operations. Community Foundation acknowledges that the primary purpose of the Implementation Plan is to provide a guiding document for the County, Community Foundation, the Supporting Organization, and private stakeholders to follow towards the development of the Multicultural Center. Therefore, at the first meeting of the Board of Directors, Community Foundation shall advise the Board of Directors as to the existence and extent of the Implementation Plan. During the Term of this Agreement, Community Foundation will provide the Supporting Organization continued assistance in executing the Implementation Plan.

**Section 2.8.2 Staffing.** Within ninety (90) calendar days of the Effective Date, Community Foundation will provide the County Representative listed in Section 4.1 the position descriptions referenced under Section 2.6 herein. The position descriptions shall be detailed as to responsibilities, qualifications and compensation. To supplement the position descriptions, Community Foundation shall provide the County Representative listed in Section 4.1 herein, a narrative overview of its recruitment strategy and the corresponding implementation timeline.

**Section 2.8.3 Supporting Organization's Legal Filings.** Within ninety (90) calendar days of the Effective Date, Community Foundation will provide the County Representative listed in Section 4.1 herein, for its review and concurrence, a draft copy of all legal filings required to establish the Supporting Organization. Prior to filing the documents, Community Foundation shall take into account and consider all comments issued by the County Representative.

**Section 2.8.4 Stakeholder Identification.** Within ninety (90) calendar days of the Effective Date, Community Foundation will provide the County Representative listed in Section 4.1 herein, a detailed list of private community stakeholders identified and a proposed community outreach plan. Community Foundation shall take into account and incorporate all comments issued by the County Representative.

**Section 2.8.5 Board of Directors.** Within one hundred and eighty (180) calendar days of the Effective Date, Community Foundation will have identified all proposed appointees to the Board of Directors. The first meeting of the Board of Directors will occur within the later of (i) two hundred ten (210) calendar days after the Effective Date or (ii) sixty (60) calendar days after Community Foundation's receipt of County's concurrence as specified in Section 2.8.3, herein.

**Section 2.9 Reporting.** Every ninety (90) calendar days after the Effective Date, Community Foundation shall provide the County Representative performance and status reports detailing, but not limited to: 1) all funds expended, 2) tasks completed, 3) fundraising efforts, 4) staffing, 5)

community outreach, legal filings, Supporting Organization's operation, and a 6) three-month look ahead.

**Section 2.10 Meetings.** At the County's request, Community Foundation staff performing its obligations under this Agreement will make themselves available for meetings at reasonable times and intervals and with reasonable prior notice. Such meetings shall be held at the County's offices, unless otherwise agreed to by Community Foundation and the County.

### **ARTICLE 3 – COUNTY OBLIGATIONS**

**Section 3.1 County's Not to Exceed Amount.** The County will timely pay any and all costs accrued by Community Foundation, which are incurred in compliance with the requirements of this Agreement, not to exceed the currently appropriated County Contribution of one million dollars (\$1,000,000). Community Foundation recognizes that the County is providing a one-time contribution and future contributions are not expected nor guaranteed. However, nothing precludes the County from providing future appropriations. Community Foundation shall hold the County Contribution in a separate account, ensuring that funds are not commingled with non-Multicultural Center related initiatives, thereby allowing for accounting of all expenditures.

**Section 3.2 Allowable Expenditures.** The Community Foundation will use the County Contribution for Multicultural Center planning, development and design efforts. Although unlikely, if funds were to remain from the County Contribution at the end of the planning period, the Community Foundation may use the same to support the Multicultural Center's construction and operations.

**Section 3.3 Initial Advance.** Upon execution and approval of this Agreement, Community Foundation may request an initial advance of funds up to two hundred fifty thousand dollars (\$250,000). Community Foundation will hold said advanced funds in accordance with the requirements set forth in Section 3.1, herein. The request for initial advance funds shall be made by Community Foundation in writing and delivered to the County Representative.

**Section 3.4 Quarterly Advances.** Every ninety (90) calendar days after the Effective Date, or earlier if the aggregate balance of prior funds advanced to Community Foundation (i.e., cash on hand) falls below seventy five thousand dollars (\$75,000), Community Foundation may request an additional advance of funds of up to two hundred fifty thousand dollars (\$250,000) provided that (i) the cash on hand does not exceed seventy five thousand dollars (\$75,000), and that (ii) Community Foundation provides a detailed accounting of all funds expended since the approval of the last request for advance funds.

**Section 3.5 Requisition Process for Quarterly Advance.** Community Foundation shall submit to the County a quarterly advance payment certification and requisition for costs incurred under this Agreement as per Section 3.4 above, which must include a copy of the all invoices paid, checks and/or payments issued with funds from the prior advance, certified by the Community Foundation in accordance with the requirements of **Exhibit "A"**, which is attached hereto and incorporated herein. Community Foundation agrees to deliver to the County such supporting materials as the County may reasonably require, and which Community Foundation has reasonable access to

obtain. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County will make payments to Community Foundation in the amounts due within 30 days from the date of receipt of a complete payment certification and requisition from Community Foundation. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County will make partial payment of the non-disputed amount and provide notice of the disputed amount and the reason for the dispute to Community Foundation within ten (10) days of receipt of the payment certification and requisition.

#### **ARTICLE 4 – CONTRACT REPRESENTATIVES**

**Section 4.1 County Representative.** The County’s representative/liaison (“County Representative”) during the performance of this Agreement will be Isamí Ayala-Collazo, Assistant County Administrator and Director Facilities Development & Operations, telephone no. 561.233.1447 or email [IAyalaCollazo@pbc.gov](mailto:IAyalaCollazo@pbc.gov).

**Section 4.2 Community Foundation Representative.** Community Foundation’s representative/liaison (“Community Foundation’s”) during the performance of this Agreement will be Danita R. DeHaney, President/CEO, telephone no. 561.659.6800 or email [ddehaney@cfpbmc.org](mailto:ddehaney@cfpbmc.org).

#### **ARTICLE 5 – EFFECTIVE DATE, TERM AND TERMINATION**

**Section 5.1 Initial Term.** The initial term of this Agreement is for three (3) years, unless sooner terminated as provided for herein. The Initial Term shall commence immediately upon full execution of this Agreement and approval by the Board of County Commissioners (“Effective Date”).

**Section 5.2 Renewal Term.** This Agreement may be renewed for one additional three (3)-year term. At least one hundred and twenty (120) calendar days before expiration of a term, Community Foundation must provide the County with a written request to renew this Agreement. The County shall have sole and absolute discretion as to its approval of the renewal request.

**Section 5.3 Termination.** In the event that a party fails to comply with the terms of this Agreement, then the non-defaulting party will provide to the defaulting party written notice of the default, and the defaulting party will have thirty (30) days within which to initiate action to correct the default and ninety (90) days within which to cure the default to the satisfaction of the non-defaulting party. In the event that the defaulting party fails to cure the default, the non-defaulting party will have the right to immediately terminate this Agreement. The effective date of the termination will be the notice of termination.

#### **ARTICLE 6 - PERSONNEL**

**Section 6.1 Qualified Personnel.** Community Foundation represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Community Foundation warrants that all services will be performed by fully qualified and properly

licensed personnel, who are authorized or permitted under state and local law to perform such services. Such personnel will not be employees of or have any contractual relationship with the County.

**Section 6.2 Consultant/Contractor Requirements.** Community Foundation and the County acknowledge that the scope of services to be provided under this Agreement, including the timing of the creation of the Supporting Organization, may lead to consultants and/or contractors being retained directly by Community Foundation. In such instance, Community Foundation will require its consultants to provide professional liability insurance in amounts as Community Foundation reasonably determines. Community Foundation will also require all consultants/contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of the Community Foundation endorsed thereon, in such amounts and in such manner as the Community Foundation may reasonably require. Community Foundation will require that all consultants/contractors name County as an additional insured and/or third-party beneficiary to all insurance policies.

Community Foundation must include in its contracts with its consultants and contractors the following indemnity clause indemnifying the County:

*Consultant / Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant / Contractor and persons employed or utilized by the Consultant / Contractor in the performance of this Contract.*

Community Foundation will require contractors to furnish a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes, which bond will name County as a dual obligee.

In creating the Supporting Organization, Community Organization will require that the Supporting Organization meet all the requirements of this Section when contracting with consultants and/or contractor for the Multicultural Center.

#### **ARTICLE 7 - TAXES**

Community Foundation shall pay, if any, all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Agreement. Community Foundation shall make any and all payroll deductions required by law. Community Foundation herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the termination or expiration of this Agreement.

#### **ARTICLE 8 - INDEMNIFICATION**

Community Foundation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost,

damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Community Foundation.

#### **ARTICLE 9 - MISCELLANEOUS**

**Section 9.1 Successors and Assigns.** The County and the Community Foundation each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Community Foundation shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. The Parties acknowledge that, in accordance with the Implementation Plan, once the Supporting Organization is created and fully operational, Community Foundation may request the delegation or assignment of its rights and obligations under this Agreement to the Supporting Organization, consent to which the County shall not unreasonably withhold.

**Section 9.2 Remedies; Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 9.3 No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Community Foundation.

**Section 9.4 Independent Contractor.** Community Foundation is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons performing services under this Agreement on behalf of Community Foundation shall at all times, and in all places, be subject to Community Foundation's sole discretion, supervision, and control. Community Foundation shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Community Foundation's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

**Section 9.5 Arrears.** Community Foundation shall not pledge the County's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgement, lien, or any form of indebtedness. Community Foundation does not have the power or authority to bind the County in any promise, agreement or representation. Community Foundation further warrants and

represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**Section 9.6 Access and Audits.** Community Foundation shall maintain adequate records to justify all charges, expenses, and costs incurred pursuant to this Agreement for at least five (5) years after completion or termination of this Agreement. The County, upon reasonable prior written notice, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Community Foundation's place of business.

**Section 9.7 Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Community Foundation, its officers, agents, employees and lobbyists in relation to this Agreement in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 9.8 Non-Discrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, Community Foundation warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

**Section 9.9 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Section 9.10 Public Entity Crimes.** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Community Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**Section 9.11 Notice.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Fl. 33401

If sent to Community Foundation, notices shall be addressed to:

Community Foundation for the Palm Beach and Martin Counties, Inc.  
ATTN: President/CEO  
700 South Dixie Highway, Suite 200  
West Palm Beach, FL 33401

With copy to:

M. Kristina Raattama  
MK Consulting, LLC  
3350 Virginia Street, Suite 218  
Miami, FL 33133-5341

**Section 9.12 Entirety of Contractual Agreement.** The County and Community Foundation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**Section 9.13 Regulations; Licensing Requirements. Community.** Community Foundation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Community Foundation is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**Section 9.14 Scrutinized Companies.**

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Community Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the



Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Community Foundation is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

**B. When Agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Community Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Community Foundation, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

**Section 9.15 Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Community Foundation: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Community Foundation shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Community Foundation is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 Chapter 119 or as otherwise provided by law. The Community Foundation further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 Community Foundation does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Community Foundation shall transfer, at no cost to the County, all public records in possession of the Community Foundation unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Community Foundation transfers all public records to the County upon completion of the

Agreement, the Community Foundation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Community Foundation keeps and maintains public records upon completion of the Agreement, the Community Foundation shall meet all applicable requirements for retaining public records. All records stored electronically by the Community Foundation must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Community Foundation to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Community Foundation acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

**Section 9.16 Counterparts.** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Community Foundation shall execute by manual means only, unless the County provides otherwise.

**Section 9.17 E-Verify – Employment Eligibility.** Community Foundation warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with and uses the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Community Foundation's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this Agreement if it has a good faith belief that Community Foundation has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

**Section 9.18 Annual Budgetary Funding.** This Agreement and all obligations of the County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, County and Community Foundation have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:

COUNTY:

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT &  
COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

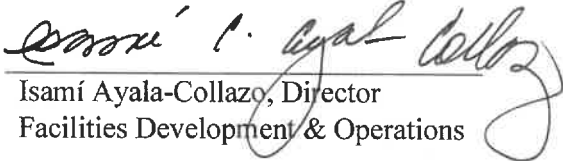
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO LEGAL  
SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

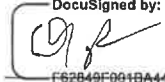
By: \_\_\_\_\_  
County Attorney

By:   
Isami Ayala-Collazo, Director  
Facilities Development & Operations

**WITNESS:**

**COMMUNITY FOUNDATION:  
COMMUNITY FOUNDATION FOR  
PALM BEACH AND MARTIN  
COUNTIES, INC.**

By:  DocuSigned by: Elizabeth Pritchard 5/31/2024  
172A6255A2F4472

By:  DocuSigned by: 5/31/2024  
F62B49F0019A448  
Danita R. DeHaney, President/CEO

**EXHIBIT A**  
**QUARTERLY PAYMENT CERTIFICATION AND REQUISITION**

Board of County Commissioners  
Palm Beach County, Florida

**Name of Agreement:** Funding Agreement for Palm Beach County Multicultural Resources Center and museum

**Payee:** Community Foundation for the Palm Beach and Martin Counties, Inc. ("Community Foundation")

**Amount to be Paid:** \$

The Community Foundation submits this payment certification and requisition (with accompanying invoices and other supporting documentation) to Palm Beach County, Florida (the "County") for payment under the above-referenced Agreement of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certifies as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Agreement;
- (ii) that the obligation described above was incurred by, or through, the Community Foundation and that each item thereof is a proper charge against the Agreement and has not been the basis of any previous payment request;
- (iii) that all prior distributions made pursuant to previous payment requisitions relating to this Agreement were applied in the manner set forth in such payment requisition;
- (iv) that all required insurance and governmental approvals needed for the work at this time, are in full force and effect;
- (v) that the work performed to date has been satisfactorily performed in accordance with your contractual requirements with your consultants and/or contractors; and
- (vi) that there has not been filed or served upon the County or the Community Foundation a notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

Community Foundation for the Palm Beach and Martin Counties, Inc.

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**COMMUNITY FOUNDATION LETTER (DATED MAY 30, 2024)**



OFFICERS  
CHAIR  
Jeffrey A. Stroops

VICE CHAIR  
Susan P. Brockway

TREASURER  
Dennis S. Hudson III

SECRETARY  
Sheree Davis Cunningham

IMMEDIATE PAST CHAIR  
Julie Fisher Cummings

PRESIDENT & CEO  
Danita R. DeHaney

BOARD OF DIRECTORS

Michael J. Bracci  
Nancy G. Brinker  
Timothy D. Burke  
Julie Fisher Cummings  
Chip DiPaula  
William E. Donnell  
Earnie Ellison Jr.  
Dennis P. Gallon  
Phyllis M. Gillespie  
Tammy Jackson-Moore  
Joanne Julien  
Gabrielle Raymond McGee  
David Mérot  
Elizabeth R. Neuhoff  
Pamela M. Rauch  
Laurie Silvers  
Susan S. Stautberg  
Meredith Trim

PRESIDENT EMERITUS  
Bradley A. Hurlburt

May 31, 2024

**VIA EMAIL**

Verdenia C. Baker  
County Administrator  
Board of County Commissioners  
301 N. Olive Avenue, Suite 1201  
West Palm Beach, FL 33401

Re: Multicultural Resource Center

Dear Ms. Baker,

We at the Community Foundation want to express our sincere appreciation for your ongoing commitment to enriching our community. We particularly value the recent discussions we have had about the proposed Multicultural Resource Center. As you know, the Community Foundation is a civic leader around the community's most pressing issues, and exists to facilitate philanthropy, provide dedicated support to donors, and empower our nonprofit partners. The Multicultural Resource Center project perfectly aligns with this mission, allowing us to leverage all three aspects of our services. By establishing a supporting organization with the Community Foundation, your vision for a Multicultural Resource Center in our community can become a reality.

First, by capitalizing on the leadership of the county and the established network of the Community Foundation, we would attract attention from the philanthropic community. Second, the supporting organization would experience the highest level of support, investment expertise, and back-office administrative and customer service afforded to all our fundholders. And third, the supporting organization — as a nonprofit public charity in its own right — would develop and grow through the partnership of shared governance, oversight, and expertise from the Community Foundation's staff and board.

In addition to the opportunity to fulfill our mission and the benefits we believe we can uniquely provide, it would be deeply satisfying — both to the organization I help lead, — to assist in bringing this important project to fruition.





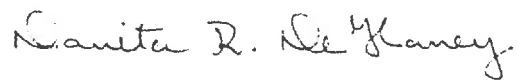
Verdenia C. Baker  
May 31, 2024  
Page Two

So, I want to thank you for the conversations we have already had about this potential collaboration and partnership. To continue this process, please see the following attached documents for your review and consideration. They are:

- An explanation of a Supporting Organization
- A proposed position description for an Executive Project Manager
- A proposed position description for a Fundraiser

We are at your service to further discuss any of these as well as answer any questions you or your board have. Until then, please know how grateful we are to be in conversation about this project and how excited we are at the possibility of partnering with you.

Sincerely,



Danita R. DeHaney  
President and CEO

Cc: Jeffrey A. Stoops, CFPBMC Board Chair  
Mary Katherine Morales, CFPBMC VP for Philanthropic Services

## **DRAFT Position Description**

**We are seeking a passionate and experienced Fundraiser to join our team as we build and develop our new Multicultural Resource Center.**

### **Responsibilities:**

- Develop and implement a comprehensive fundraising strategy to secure funding for center operations, exhibits, and educational programs.
- Identify and cultivate relationships with individual donors, foundations, and corporate sponsors.
- Serves as a spokesperson and advocate of the center; effectively represents the institution to community, professional, governmental, civic and private agencies; enhances the organization's public image to expand interest and support.
- Craft compelling grant proposals and solicitations that align with donor interests and center goals.
- Manage stewardship efforts to maintain strong relationships with existing donors.
- Organize and execute fundraising events, including galas, auctions, and online fundraising campaigns.
- Track and analyze fundraising data to measure progress and identify areas for improvement.
- Assist with grant reporting and maintain accurate fundraising records.
- Work collaboratively with the center leadership team to develop a strong case for support.

### **Qualifications:**

- Minimum 3-5 years of experience in fundraising, preferably within the non-profit sector.
- Proven track record of exceeding fundraising goals.
- Excellent communication and interpersonal skills, with the ability to build strong relationships with donors.
- Strong written and verbal communication skills, with the ability to craft compelling proposals and solicitations.
- Excellent organizational skills and the ability to manage multiple projects simultaneously.
- Experience with fundraising databases and CRM software a plus.
- Understanding of grant writing principles a plus.
- Experience working within a cultural institution setting (highly desirable, but not mandatory).
- Experience working on government funded projects a plus.

**Benefits:**

- Competitive salary and benefits package.
- The opportunity to be part of a dynamic and growing organization.
- Make a significant impact on preserving and sharing history and culture.

**To Apply:**

Please submit your resume and cover letter to [email protected]

**In your cover letter, please tell us why you are passionate about fundraising for the Multicultural Resource Center and what unique skills and experiences you would bring to this role.**

## **Executive Project Manager**

The County, the Community Foundation for Palm Beach and Martin Counties Supporting Organization, and stakeholders in Palm Beach County are embarking on an extraordinary journey to enrich our community's cultural tapestry and celebrate its diversity.

Through the creation of a Multicultural Resource Center, we aim to honor our heritage, foster knowledge, and empower generations to come. This ambitious multi-project initiative demands a visionary leader who will champion the creation of these transformative spaces.

We are in search of an exceptionally skilled and outcome-oriented Executive Project Manager to lead this extraordinary endeavor. In this pivotal role, the manager will have the unique opportunity to engage in the process of narrative development, orchestrate the planning, oversee the construction, and ultimately deliver three invaluable community assets that will leave an indelible mark on our collective history.

This is a high-level leadership position requiring a blend of project management expertise, cultural understanding, and a vision for creating a community resource and learning network. The manager will serve as the owner's (Supporting Organization) representative, acting as the driving force behind the overall success of this dual-project initiative.

### **Responsibilities:**

With dedication and expertise, the project manager acts to fulfill the function of an owner's representative safeguarding interests and ensuring the project aligns with the vision, mission, budget, and schedule.

- The manager's involvement spans all phases, from initial planning and design to construction, completion, and closeout.
- The manager acts as a central point of contact, facilitating communication and collaboration between all project stakeholders, including architects, engineers, contractors, and the owner (Supporting Organization).
- The manager brings a wealth of knowledge and experience in construction and project management to the table. This expertise helps the owner (Supporting Organization) make informed decisions, identify potential problems early on, and navigate complexities throughout the project.

- The manager plays a crucial role in developing a realistic budget and timeline, monitoring progress, and identifying and mitigating cost overruns and delays.
- The manager manages contracts with architects, contractors, and other consultants, ensuring compliance with terms and specifications.

#### **Visionary Leadership:**

- Partner with the Community Foundation and the Supporting Organization to guide the strategic development of the Multicultural Center.
- Collaborate with stakeholders to define the vision, mission, and purpose of each individual project, ensuring they resonate with our diverse community.

#### **Planning and Budgeting:**

- Develop comprehensive project budgets, encompassing architecture, design, construction costs, and operational expenses.
- Craft Requests for Proposals (RFPs) to attract qualified architectural and construction firms.
- Analyze bids, negotiate contracts, and manage contractual relationships with vendors.
- Establish clear performance milestones for each project phase, ensuring seamless execution.
- Implement robust accounting systems with payable platforms and use-of-funds trackers.
- Generate weekly status reports detailing progress, milestones, and financial status.

#### **Pre-Construction:**

- Identify and procure the services of a qualified Construction Manager (CM) and monitor the project's environmental compliance, working with the environmental inspector to verify adherence to regulations and address any potential issues promptly.
- To ensure project compliance and success, the project manager will possess a deep understanding of all relevant jurisdictional requirements and building codes.
- Define financial policies for project expenditures, ensuring fiscal responsibility.

**Construction:**

- Facilitate pre-construction meetings with the Construction Manager (CM), Architect, and jurisdictional representatives.
- Collaborate with stakeholders to establish a milestone map with achievable cycle times and proactively identify potential change orders.
- Outline requirements for completing milestone closeout packages, ensuring smooth project progression.
- Lead daily deployment calls to track progress, identify roadblocks, and review solutions for existing issues.
- Monitor the completion of key project milestones and deliverables, ensuring timely submission and verification by qualified professionals, such as inspections and their corresponding reports, and any critical documents requiring approval.
- Review closeout packages and ensure all deficiencies are rectified before authorizing payments.

**Financial Stewardship:**

- Continuously monitor and update project financials, including monthly cash expenditures, pending payments, and forecasted cash flow projections.
- Maintain accurate records of remaining funds and project cash requirements to ensure financial sustainability.

**Qualifications:**

- Minimum 10+ years of experience managing large-scale, complex projects from conception to completion.
- Proven track record of successfully leading multidisciplinary teams and achieving project goals within budget and time constraints.
- Experience working with architects, engineers, contractors, and other stakeholders in construction or renovation projects.
- Extensive knowledge of construction project lifecycles, budgeting, and financial management.
- Excellent communication and interpersonal skills to effectively collaborate with diverse stakeholders.
- Strong analytical and problem-solving skills to anticipate and mitigate project risks.
- Proficiency in project management methodologies and software tools.
- This position is established on a contractual basis and will ultimately hold a reporting line to the Supporting Organization. In the interim period, the position will report directly to the Chief Financial Officer of the Community Foundation.

This is an opportunity to leave an indelible mark on our community, shaping a legacy that will inspire and empower generations to come. If you possess the vision, expertise, and unwavering commitment to excellence, we invite you to join us on this transformative journey.

Salary commensurate with experience.

# Supporting Organization: A Private Foundation Alternative



## What Is a Supporting Organization?

A Supporting Organization is an alternative to a private foundation for philanthropically-minded individuals, families, corporations and government partners. As a supporting organization to the Community Foundation, this entity would have tax exempt status as a public charity with a separate identity and its own mission and board of directors.

## Who Should Consider a Supporting Organization?

For individuals interested in starting their own foundation without the legal, financial and administrative burden, a Supporting Organization is an ideal solution with even greater tax advantages than a private foundation.

## How Does a Supporting Organization Work?

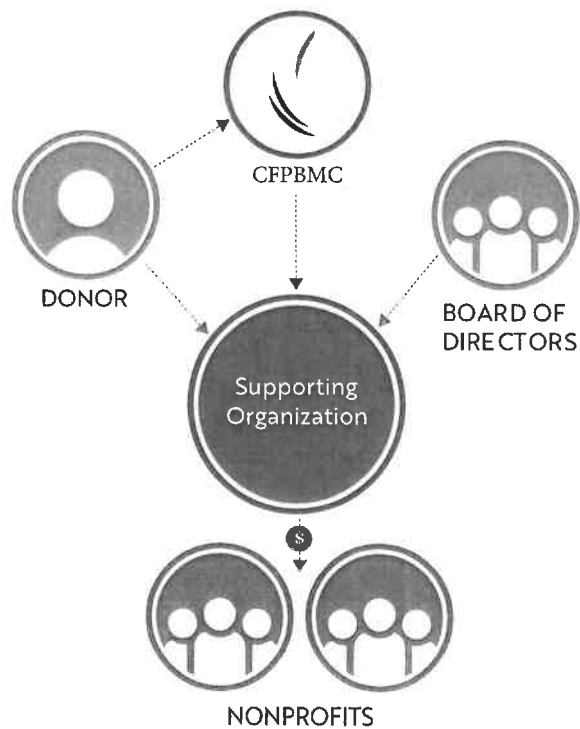
- 1 **Give:** Establish a Supporting Organization with a gift. A Supporting Organization is a distinct charitable entity that operates under the umbrella of the Community Foundation.
- 2 **Invest:** Your fund assets can grow tax free in pooled, professionally managed portfolios. You may use your own qualified investment advisor who may manage the charitable assets.
- 3 **Establish:** Develop your board of directors and mission statement with support from Community Foundation expert staff. We handle all the legal filing, establishment of bylaws and articles of incorporation.

## At a Glance

### Supporting Organization Fund

- » Simpler, more cost and administratively efficient alternative to a private foundation
- » We manage the administrative and management burdens
- » No required minimum distribution nor public support test
- » Greater tax benefits

- 4 **Grant:** The Fund's board recommends grants; the Community Foundation takes care of grant distribution and monitoring, annual audit and tax filing, accounting and investment oversight, reporting, and payroll services.





## What Are the Benefits of a Supporting Organization?

- The Community Foundation provides full administrative and management support for the fund, including accounting and filing of all required reports, annual tax returns, and audits.
- The Community Foundation assists in creating your grantmaking mission or focus, structuring grant applications and the review process, evaluating grants made, and publicizing its activities.
- Receive a higher tax deduction for various assets compared with a private foundation.
- The Community Foundation's team of experts helps identify grantees and ensure that recipients are qualified and effective.
- Maintenance costs are typically lower than a private foundation.
- Choose to pool the fund's assets with the Community Foundation's own assets, or have a separately managed investment account.
- This fund does not have any mandated distribution requirements – whereas private foundations are required by law to distribute at least 5% of net asset value annually.
- You can give complex assets at fair market value (e.g., real estate, closely-held stock, etc.) upon board approval.
- Opportunity to name the organization in honor of the donor(s), a family member, a friend, or an organization.
- Ability to give anonymously.
- Involve family in your giving across generations.

## What Are the Tax Advantages of a Supporting Organization?

- Higher income tax deductions than a private foundation.
- Avoid capital gains with gifts of appreciated assets to the Supporting Organization.

## What Are the Account Minimums and Fee Calculations?

The Community Foundation has no minimums to create a Supporting Organization. Additional contributions may be made at any time.

Administrative fees are assessed based on services provided.

Administrative fees charged to funds cover general operating costs for gift processing, including donor tax receipts, grants and expense processing, and the Community Foundation's other charitable purposes. Investment management fees related to the foundation's investment pools are also charged.

Additional fees may be charged or mutually agreed upon for other services rendered on behalf of a fund.

To establish a SUPPORTING ORGANIZATION, contact the Philanthropic Services Team at (561) 659-6800 or email [info@cfpbmc.org](mailto:info@cfpbmc.org).

**EXHIBIT C**  
**ADMINISTRATIVE FEES SCHEDULE**

# Supporting Organization: A Private Foundation Alternative



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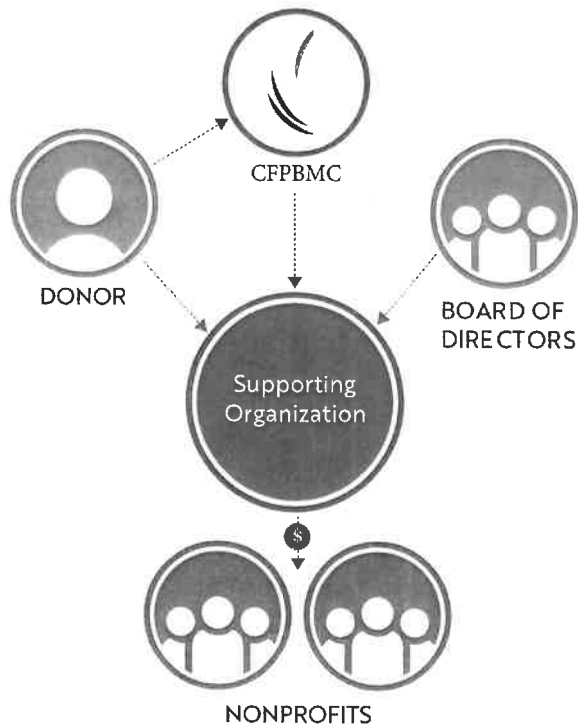
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- You can give complex assets at fair market value (e.g., real estate, closely-held stock, etc.) upon board approval.
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- Higher income tax deductions than a private foundation.
- Avoid capital gains with gifts of appreciated assets to the Supporting Organization.

## What Are the Account Minimums and Fee Calculations?

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Administrative fees are assessed based on services provided. Based on schedule of direct and indirect services on Attachment 2 the fee is 10%.

Administrative fees charged to funds cover general operating costs for gift processing, including donor tax receipts, grants and expense processing, and the Community Foundation's other charitable purposes. Investment management fees related to the foundation's investment pools are also charged.

Additional fees may be charged or mutually agreed upon for other services rendered on behalf of a fund.

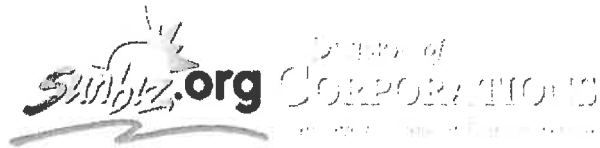
**To establish a SUPPORTING ORGANIZATION, contact the Philanthropic Services Team at (561) 659-6800 or email [info@cfpbmc.org](mailto:info@cfpbmc.org).**



**Attachment 2**  
**Community Foundation for Palm Beach and Martin Counties**

<b>Direct Fee</b>	<b>Indirect Fee</b>
D&O insurance/Workers' Comp Insurance/Unemployment Insurance	Professional management and oversight
Legal filings	Staffing board meetings, preparing minutes, and financial summaries, and conducting follow-up
990 Tax Return	Filing documents with federal and state authorities (Sunbiz, etc.)
Independent Financial Audit	Access to the donor portal
Suzbiz fee	Provide a website portal for donations
Associated payroll taxes and benefits for employees, payroll and HR software	Financial oversight and reporting
Recruiting and advertising for the positions	Review of investment performance and fees
Assigned copier code for printing	Access to investment pools
	Process and record incoming donations along with tax receipts
	Vendor setup
	Process payroll, and voucher payments via ACH
	Creating and managing grant guidelines and implementation processes

Independent contractors will supply their own computer equipment, software licensing, cell phones, and software etc.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

THE COMMUNITY FOUNDATION FOR PALM BEACH AND MARTIN COUNTIES, INC.

### Filing Information

<b>Document Number</b>	722368
<b>FEI/EIN Number</b>	23-7181875
<b>Date Filed</b>	01/03/1972
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDED AND RESTATED ARTICLES
<b>Event Date Filed</b>	06/08/1995
<b>Event Effective Date</b>	NONE

### Principal Address

700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Changed: 04/27/2009

### Mailing Address

700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Changed: 04/27/2009

### Registered Agent Name & Address

Bell, Stacey  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Name Changed: 02/01/2023

Address Changed: 03/22/2019

### Officer/Director Detail

#### **Name & Address**

Title CFO

Bell, Stacey  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Chair

Stoops, Jeffrey A.  
S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Bracci, Michael  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Vice Chair

Brockway, Susan P.  
S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title President / CEO

DeHaney, Danita R.  
S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Treasurer

Hudson, Dennis S., III  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Secretary

Cunningham Davis, Sheree  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Director

Burke, Timothy D  
700 SOUTH DIXIE HWY  
SUITE 200  
WEST PALM BEACH, FL 33401

Title Director

DiPaula, Chip  
700 S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Ellison, Earnie, Jr.  
700 S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Stautberg, Susan S  
700 S. Dixie Highway,  
Suite 200  
West Palm Beach, FL 33401

Title Director

Julien, Joanne  
SOUTH DIXIE HWY  
STE 200  
WEST PALM BEACH, FL 33401

Title Immed. Past Chair

Cummings, Julie Fisher  
S DIXIE HWY  
STE 200  
WEST PALM BEACH, FL 33401

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/16/2022
2023	02/01/2023
2024	01/05/2024

**Document Images**

<a href="#">01/05/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



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<a href="#">01/25/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER  
FUND 1164 ARPA Response Replacement Fund**

BGEX: 052224\*1425

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/22/2024	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>								
1164-760-212C-8201	Contributions-Non-Govts Agnces	0	0	1,000,000	0	1,000,000	0	1,000,000
1164-820-9900-9995	*Other Reserves	0	5,712,999	0	1,000,000	4,712,999	0	4,712,999
	<b>Total</b>	<b>0</b>	<b>236,955,477</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>236,955,477</b>	<b>0</b>	<b>236,955,477</b>

**Office of Financial Management & Budget**  
**INITIATING DEPARTMENT/DIVISION**  
Administration/Budget Department Approval  
OFMB Department - Posted

**Signatures & Dates**

 5/31/2024

**By Board of County Commissioners**  
**At Meeting of**  
**June 4, 2024**  
**Deputy Clerk to the**  
**Board of County Commissioners**