

The Arts Council, Inc.

## Board Meeting Agenda

Tuesday, April 27, 2021

5:30 PM

Court House Cultural Center

*Board Members: Karen Barnes, Jeff Bowers, Ken Hooper-Capozzi, Gaby Ferraro, Sheryl Levine*

*Ex-Officio Members: Anthony Anderson, Becky Bruner, Doug Smith, Nancy Johnson*

- 1) Welcome/Attendance Jeff Bowers, Chair
- 2) Approve Minutes from January 26, 2021 (enc. 2)
- 3) New Business & Presentations
  - a) AEA Consulting Report – Scenario Planning (3-10) Nancy Turrell
  - b) Discussion: Statement on Diversity & Inclusion (enc 11-12) All Members
- 4) Financial Report Karen Barnes, Treasurer
  - a) Q2 Reports (enc. 13-15)
  - b) Budget Request (enc. 16)
- 5) Committee Reports
  - a) Arts Education Sheryl Levine
  - b) Court House Cultural Center Gallery Ken Hooper Capozzi
- 6) Executive Director’s & Staff Updates Nancy Turrell
  - a) Marketing & Branding Progress Report
  - b) CHCC Building Updates
    - i) Premier Realty Grant Request & Update
  - c) Foundation News & Updates
    - i) Stuart High School Update
      - (1) Request to Assign Sailfish Commercial Contract to Arts Foundation for Martin County (enc. 17-22)
  - d) Kids Tag Art (enc. 23-25) Jennifer Hearn
- 7) Chairman’s Comments & Updates Jeff Bowers
- 8) Comments from the Public
- 9) Adjourn

Next Regular Meeting of the Arts Council Board of Directors: July 27, 2021

The Arts Council, Inc.  
**Board Meeting Agenda**  
January 26, 2021

**Welcome/Attendance:** Gaby Ferraro, Vice Chair welcomed board members to the meeting and called the meeting to order at 5:30 pm. A quorum was established from the voting board members with the following members in attendance: Karen Barnes, Ken Capozzi, Gaby Ferraro, and Sheryl Levine. Staff in attendance: Nancy Turrell, Jennifer Hearn, and Wendy Nelson.

**Approve Minutes:** Sheryl Levine made a motion to approve the minutes from the October 27 and December 7 meetings, seconded by Karen Barnes; motion carried unanimously.

**New Business & Presentations**

- **Marketing & Branding:** Nancy provided a short update noting the project had been delayed due to our contractors for the project contracting COVID. She expects a more detailed report and update at the March meeting.

**Financial Report:** Karen Barnes provided an overview of the Council's financial position and reports enclosed at the close of the first quarter. Sheryl Levine/Ken Capozzi moved approval of the report and the recommended changes to the budget, subject to audit; motion carried unanimously.

**Committee reports**

- **Arts Education Committee:** Sheryl Levine provided an overview of the information that was provided in the agenda packet about the proposed grant program in partnership with the Education Foundation of Martin County. Karen Barnes / Ken Capozzi moved approval of an allocation of \$5000 from the Arts License Plate Account Fund to initiate arts teacher grants via the Fund A Project program at the Education Foundation. Motion carried unanimously.
- **Gallery Committee Updates:** Ken Capozzi commented about the current exhibition and noted the next show would be Court Room Sessions followed by the High School Juried Art Show. The Artist Meet & Greet with Clyde Butcher in partnership with the Friends of the Everglades is scheduled for February 11 at 2 PM.

**Executive Directors Report:** Nancy Turrell reported that she attended the Treasure Coast Legislative Delegation meeting held during the prior week to request support for keeping the arts grants funded through the Division of Cultural Affairs, despite forecasts for a difficult budget cycle due to COVID-19. She reported they had been selected by the Community Foundation Martin – St Lucie for a COVID relief grant of \$10,000 and a professional development grant of \$6,000 to do a series of workshops on “Navigating Uncertain Times” with AEA Consulting. She provided a brief update on ArtsFest, requesting members to volunteer during the weekend, and noted that the mARTies was being postponed from March 24.

**Comments from the Public:** No comments from the public were made.

**Adjournment:** Meeting adjourned at 5:57 PM.

Submitted by

Gaby Ferraro, Vice Chair/Secretary

## Workshop Series Summary

AEA Consulting was retained by The Arts Council of Martin County to facilitate three Scenario Planning workshops with stakeholders from the local arts and culture ecosystem. Serving a population upward of 150,000 residents, Martin County is known to be a hidden gem among other South Florida destinations due to its uncrowded beaches and 100,000 acres of parks and conservation land.

Building on AEA's published work with the Wallace Foundation, *Navigating Uncertain Times: A Scenario Planning Toolkit for the Arts & Culture Sector*, the workshops were intended to allow industry leaders to examine possible futures while specifically deliberating on the structural issues that have been in the background of their work for many years, and only amplified during the COVID-19 pandemic.

The three workshops were held during March 2021 and April 2021 with the following agendas:

- Workshop One: Introduction to Scenario Planning (March 4, 2021)
- Workshop Two: Scenario Takeaways (April 1, 2021)
- Workshop Three: Action Steps (April 8, 2021)

Below are consolidated notes from each workshop for the Council as well as participants to reference moving forward.

## Process Overview

The majority of Workshop One was focused on the background of scenario planning, AEA and The Wallace Foundation's methodology for creating the scenarios, and an overview of each scenario. The workshop concluded with a brief discussion on participants' first impressions of the scenarios and how they may impact the arts industry in Martin County.

## Introduction to Scenario Planning





- Extend the planning horizon beyond the near-term—e.g., to reopening, the end of a crisis, etc. – to be able to best position Martin County for success and impact in the long-term. Five core goals:
  1. Provide a framework for planning in conditions of uncertainty
  2. Ensure that planning accounts for wider social, economic, and other exogenous forces that are likely to have significant impacts on artists, organizations, and creative ecosystems
  3. Guard against systemically optimistic or pessimistic thinking—and against “groupthink.” This is a way to make specific some of our assumptions about the future and expose them to the “sunlight” of other people’s thinking
  4. Find commonalities within possible futures that can be planned for today, and to promote nimble response when outcomes are in doubt

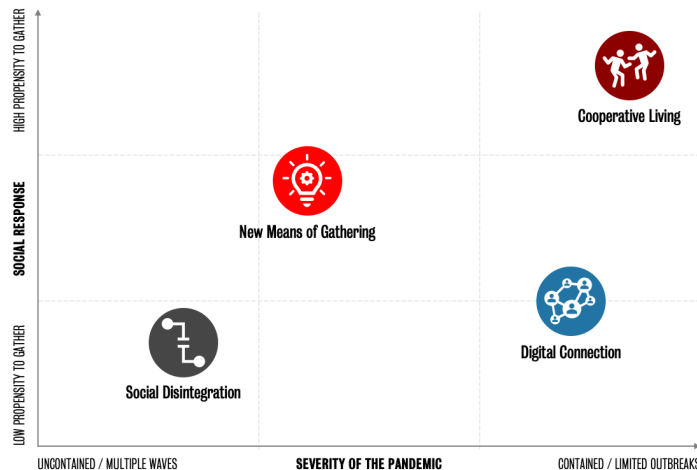


5. Identify how individuals and organizations can focus on their core purpose and be proactive "shapers" within and between potential futures

- The name “scenario planning” often means that participants focus too much on scenarios as laid out, but the real value comes not in the specifics of those scenarios, but in the thinking process and understand how those scenarios apply to the context and specifics of Martin County. The process should ultimately be action-oriented and result in some next steps for planning and organizational activity moving forward.

## The Scenarios

<b>1</b>	<p><b>Cooperative Living</b> The virus is largely controlled within 12-15 months and focus on social justice grows, creating a new sense of optimism and rush back to the social scene with vigor and enthusiasm</p> 
<b>2</b>	<p><b>New Means of Gathering</b> A resurgent virus creates significant challenges but, ultimately, deeply ingrained social behaviors persevere in transformed ways</p> 
<b>3</b>	<p><b>Digital Connection</b> While the COVID-19 pandemic is contained, the threat of future outbreaks leads to continued physical distancing and focus on digital interaction</p> 
<b>4</b>	<p><b>Social Disintegration</b> Prolonged outbreak of COVID-19 and recurring pandemics from a mutated virus lead to the decline of social life and underlying support systems</p> 



## Martin County in Focus, as discussed during Workshop One

### Scenario One: Cooperative Living

- Optimism abounds for the state of Florida as real estate is booming and people are tourism figures continue to grow
- The community as a whole will embrace every opportunity to attend live arts and culture events
- Martin County is not attached to a major city and therefore can be more agile and respond easier to major social, economic, or environmental events
- A larger share of grant funding may continue to go towards organizations working on equity, diversity, and inclusion or other social justice matters

### Scenario Two: New Means of Gathering

- Return of the drive-in movie theater as a trend and as a metaphor—business opportunities exist through adaptive reuse of existing spaces that may have not been used for programming in the past
- Calendar adjustments may be implemented in order to space audiences out over the course of a day or week—i.e., performances at 10am, 2pm, 6pm, and 9pm



- Some people will continue to fear gathering in person and each organization will need to decide if it is going to continue with normal operations or adjust creation and distribution methods (digital, in person, hybrid, etc.)

### Scenario Three: Digital Connection

- Online challenges surrounding licensing will need to be addressed and tackled
- Some Martin County arts organizations will likely find a way to bring people into theaters and other venues no matter the scenario
- Martin County arts organizations must pinpoint who their audiences are and why they are coming in order to effectively communicate and program to them

### Scenario Four: Social Disintegration

- *Social Disintegration was not discussed in detail during Workshop One, but was extrapolated on during Workshops Two and Three*

## Martin County's Impact and Response, as discussed during Workshop Two

In its second of three workshops, the Arts Council for Martin County and its stakeholders reviewed takeaways from Workshop One, discussed the Detail Scenarios document from *Navigating Uncertain Times: A Scenario Planning Toolkit for the Arts and Culture Sector*, divided into groups to analyze each scenario in light of Martin County specifics, and discussed key commonalities among each scenario.

### Scenario One: Cooperative Living

- A generally positive scenario with many opportunities for the Martin County arts ecosystem
- The desire was expressed for a cultural space that could be used by the entire community
  - Participants noted the Stuart High School initiative and how beneficial that would be for collaboration among agencies, possibly even financially because of using shared resources
- Increased regular government funding was seen as essential in order to maintain regular and stable budgets
- Attendance was predicted to increase beyond pre-pandemic levels
- Infrastructure improvements will be critical to account for long-term maintenance needs as well as the influx of new audiences
- There used to be a Martin County community information television program produced by the County, and that might be something interesting to continue in this scenario



- Nancy Turrell noted there has been some discussions about bringing back things like this for community engagement with MCTV

### **Scenario Two: New Means of Gathering**

- There is a fear that in this scenario a number of Martin County arts organizations who survived the first pandemic would not make it through the second wave
  - The loss of attendance revenue and the decreased opportunity to welcome audiences has hurt organizations
  - Collaboration among arts organizations was seen as a clear need in order for as many organizations as possible to survive and thrive
  - The remaining arts and cultural community may ultimately be stronger because there is a new and greater appreciation for the arts
- Local, state, and federal funds would be required to maintain base level operations
  - Tourism organizations and chambers of commerce would need to be targeted as allies in order for them to develop a collaborative plan that positively impacts the arts sector
  - Reaching real estate agents or mortgage brokers would be beneficial to reach new residents
- Arts organizations would need to capitalize on the momentum for outdoor events such as the Art Walk to keep people interested and engaged

### **Scenario Three: Digital Connection**

- A Martin County wide digital production team may be developed in order to bring organizations together to relieve the high fixed costs of digital production and distribution
- Some people will opt out of arts events due to lack of interest in digital and/or content is not produced for their age range (e.g., young people)
- Transitioning events outside would be important as well as creating an event space such as an amphitheater that could be shared among organizations
- This pandemic, and this scenario in particular, has shown the digital divide among families
  - Martin County is trying to install more outdoor WIFI points in addition to existing parks and libraries so that more people would have access to high-speed internet connections
- Garnering government support for the arts will be critical now in preparation for what could come in the future—the CARES act was good but was a band-aid and will not necessarily continue with other outbreaks

### **Scenario Four: Social Disintegration**

- An opportunity may exist in the housing market as Martin County has a development at present



- Visual artists could see improvements as people look to buy art for their new residences
- Martin County would see a number of organizations close as well as some consolidations and partnerships, but overall, there are fewer players
  - This may result into a homogenization of content with more fringe events becoming rarer with fewer audiences
- Organizational survival will depend on who can adapt to digital or outdoor performance
  - Outdoor performances would increase to some degree regardless of whether or not purpose-built amphitheaters or other venues are built
- The arts can be leveraged as an asset to heal the community in this scenario
  - One funding incentive could be related to mental health benefits of arts and applying to foundations that support that mission

### Commonalities Among Each Scenario

- Outdoor spaces will increasingly be important to the live arts as indoor spaces either become less appealing or cannot contain increasing audience numbers
- Community spaces are desired for their ability to lead to collaboration, cost sharing, and more
- Lobbying efforts may be necessary for regular government funding at different levels

### Action Steps for Martin County, as discussed during Workshop Three

In its third and final workshop, the Arts Council for Martin County and its stakeholders reviewed takeaways from Workshop Two, discussed the Planning Worksheets document from *Navigating Uncertain Times: A Scenario Planning Toolkit for the Arts and Culture Sector*, and collectively “completed” the *Organizational Change: What skills and knowledge do we need to navigate each scenario? What staffing resources (internal and external)?* worksheet.

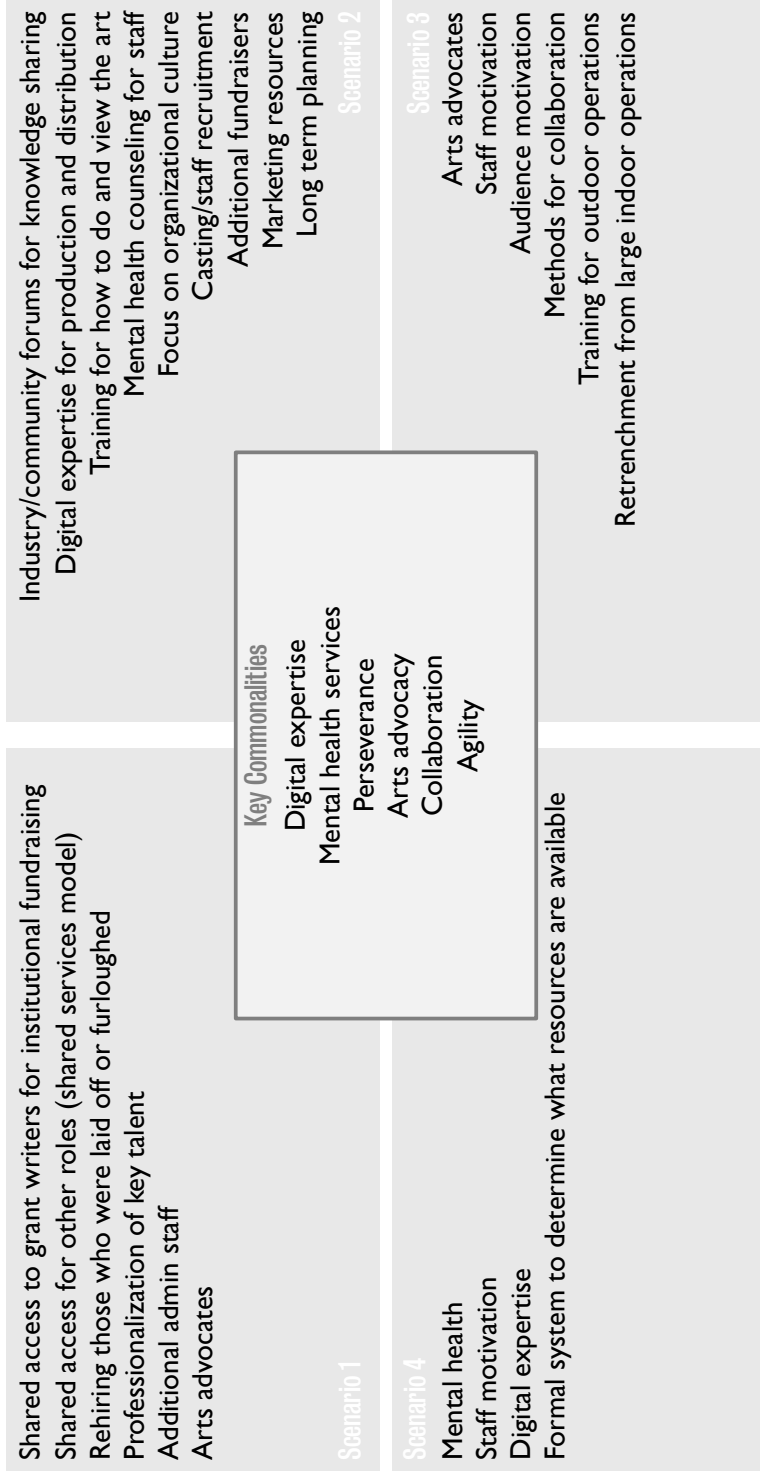




## Long-Term Scenario Planning: Planning Worksheets

# Organizational Change

What skills and knowledge do we need to navigate each scenario? What staffing resources (internal and external)?





## Workshop Attendees

### Workshop One (March 15, 2021)

- Lynne Barletta – Founder and Director, Visionary School of Arts
- Barbara Bucci – Board Member, Martin Artisans Guild
- Abigail Flood – Director of Development and Marketing, Florida Oceanographic
- Tammy Calabria – Executive Director, Children’s Museum of Treasure Coast
- Robin Cartwright – Director of Operations, Community Foundation of Martin and St Lucie Counties
- Kia Fontaine – Executive Director, Lyric Theater
- Katie Gianni – Artist, Fine Art Framer, Member of Martin Artisans Guild, and Board Member of The Creek District of Arts and Entertainment
- Jennifer Hearn – Arts Program Manager, Arts Council of Martin County
- Jennifer Jones – Co-Founder and Artistic Director, Starstruck Theatre
- Dennis McGeady – President, The Barn Theater
- Dennis O’Donovan – President and Director, A.C.T. Studio Theater
- Linda Reymore – Executive Director, Treasure Coast Youth Symphony
- Jennifer Salas – Director, Martin County Library System
- Tasha P. Shirley – Executive Director, Wings to Fly Dance Company
- Robert Steele – President of CEO, Historical Society of Martin County
- Nancy Turrell – Executive Director, Arts Council of Martin County
- Dottie Williams – Board Chair, Treasure Coast Community Singers

### Workshop Two (April 7, 2021)

- Lynne Barletta – Founder and Director, Visionary School of Arts
- Barbara Bucci – Board Member, Martin Artisans Guild
- Abigail Flood – Director of Development and Marketing, Florida Oceanographic
- Tammy Calabria – Executive Director, Children’s Museum of Treasure Coast
- Pamela Carrozza – Board Member, Treasure Coast Community Singers
- Robin Cartwright – Director of Operations, Community Foundation of Martin and St Lucie Counties
- Katie Gianni – Artist, Fine Art Framer, Member of Martin Artisans Guild, and Board Member of The Creek District of Arts and Entertainment
- Jennifer Hearn – Arts Program Manager, Arts Council of Martin County
- Jennifer Jones – Co-Founder and Artistic Director, Starstruck Theatre
- Dennis McGeady – President, The Barn Theater
- Dennis O’Donovan – President and Director, A.C.T. Studio Theater
- Linda Reymore – Executive Director, Treasure Coast Youth Symphony
- Jennifer Salas – Director, Martin County Library System
- Tasha P. Shirley – Executive Director, Wings to Fly Dance Company



- Robert Steele – President of CEO, Historical Society of Martin County
- Nancy Turrell – Executive Director, Arts Council of Martin County

### **Workshop Three (April 18, 2021)**

- Barbara Bucci – Board Member, Martin Artisans Guild
- Tammy Calabria – Executive Director, Children’s Museum of Treasure Coast
- Pamela Carrozza – Board Member, Treasure Coast Community Singers
- Robin Cartwright – Director of Operations, Community Foundation of Martin and St Lucie Counties
- Jennifer Hearn – Arts Program Manager, Arts Council of Martin County
- Dennis McGeady – President, The Barn Theater
- Dennis O’Donovan – President and Director, A.C.T. Studio Theater
- Linda Reymore – Executive Director, Treasure Coast Youth Symphony
- Jennifer Salas – Director, Martin County Library System
- Tasha P. Shirley – Executive Director, Wings to Fly Dance Company
- Robert Steele – President of CEO, Historical Society of Martin County
- Nancy Turrell – Executive Director, Arts Council of Martin County



# Memorandum

To: Arts Council Board of Directors  
Fr: Nancy K. Turrell, Executive Director  
Re: Diversity & Inclusion Statement  
Dt: April 27, 2021

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Our current Human Resources Manual has the following statement about diversity.

## **DIVERSITY POLICY**

The Arts Council values and celebrates the unique qualities of persons of diverse backgrounds and cultures. Specific to employment, it is believed that inclusiveness adds to the organizational excellence when tapping the skills, talents and resources of people of diversity. The Arts Council affirms its commitment to diversity in the workplace through the development and administration of its policies that direct employment practices. Additionally, the Arts Council will actively promote respect for persons of different race, creed, color, religion, age, national origin, education, economic position, and ancestry. Additionally, the Arts Council will uphold the fundamental directives of equal employment opportunity for applicants and employees, alike.

Having a statement on diversity, equity and inclusion is now a required element of our Division of Cultural Affairs Grant application. I included the above Diversity Policy in last year's application.

Below, I've included a sample from Americans for the Arts with their recommendations for what can be included in such a statement. I would like to gather input at our meeting for which elements or pieces resonate with you and that you believe are important for a Statement that we would adopt that represents our intent and our community.

## **STATEMENT ON CULTURAL EQUITY**

*To support a full creative life for all, **Your Organization** commits to championing policies and practices of cultural equity that empower a just, inclusive, equitable nation.*

## **DEFINITION OF CULTURAL EQUITY**

Cultural equity embodies the values, policies, and practices that ensure that all people—including but not limited to those who have been historically underrepresented based on race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion—are represented in the development of arts policy; the support of artists; the nurturing of accessible, thriving venues for expression; and the fair distribution of programmatic, financial, and informational resources.

## ACKNOWLEDGEMENTS & AFFIRMATIONS

- In the United States, there are systems of power that grant privilege and access unequally such that inequity and injustice result, and that must be continuously addressed and changed.
- Cultural equity is critical to the long-term viability of the arts sector.
- We must all hold ourselves accountable, because acknowledging and challenging our inequities and working in partnership is how we will make change happen.
- Everyone deserves equal access to a full, vibrant creative life, which is essential to a healthy and democratic society.
- The prominent presence of artists challenges inequities and encourages alternatives.

## MODELING THROUGH ACTION

*To provide informed, authentic leadership for cultural equity, we strive to...*

- **Pursue cultural consciousness throughout our organization** through substantive learning and formal, transparent policies.
- **Acknowledge and dismantle any inequities** within our policies, systems, programs, and services, and report organization progress.
- **Commit time and resources to expand more diverse leadership** within our board, staff, and advisory bodies.

## FUELING FIELD PROGRESS

*To pursue needed systemic change related to equity, we strive to...*

- **Encourage substantive learning to build cultural consciousness** and to proliferate pro-equity policies and practices by all of our constituencies and audiences.
- **Improve the cultural leadership pipeline** by creating and supporting programs and policies that foster leadership that reflects the full breadth of American society.
- **Generate and aggregate quantitative and qualitative research related to equity** to make incremental, measurable progress towards cultural equity more visible.
- **Advocate for public and private-sector policy** that promotes cultural equity.

# The Arts Council, Inc.

## Balance Sheet As of March 31, 2021

		TOTAL	
	AS OF MAR 31, 2021	AS OF MAR 31, 2020 (PP)	CHANGE
<b>ASSETS</b>			
Current Assets			
Bank Accounts			
1001 CenterState Bank	-688.49	-688.49	0.00
1002 PNC Bank Operating	15,186.29	12,360.66	2,825.63
1003 PNC Bank Money Market	36,785.00	11,557.10	25,227.90
1045 Seacoast - License Plates	10,324.92	10,157.37	167.55
<b>Total Bank Accounts</b>	<b>\$61,607.72</b>	<b>\$33,386.64</b>	<b>\$28,221.08</b>
Accounts Receivable			
1101 Pledges Receivable	5,750.00	-6,000.00	11,750.00
<b>Total Accounts Receivable</b>	<b>\$5,750.00</b>	<b>\$ -6,000.00</b>	<b>\$11,750.00</b>
Other Current Assets			
1325 Inventory	435.00	435.00	0.00
1380 Prepaid Insurance	7,934.37	7,391.83	542.54
1390 Security Deposits	1,603.00	2,728.00	-1,125.00
<b>Total Other Current Assets</b>	<b>\$9,972.37</b>	<b>\$10,554.83</b>	<b>\$ -582.46</b>
<b>Total Current Assets</b>	<b>\$77,330.09</b>	<b>\$37,941.47</b>	<b>\$39,388.62</b>
Fixed Assets			
1410 Furniture & Equipment	8,326.98	7,927.98	399.00
1420 Computer & Software	34,458.53	32,555.20	1,903.33
1450 Gallery Improvements	74,058.71	74,058.71	0.00
1490 Accumulated Depreciation	-94,678.63	-94,678.63	0.00
<b>Total Fixed Assets</b>	<b>\$22,165.59</b>	<b>\$19,863.26</b>	<b>\$2,302.33</b>
Other Assets			
1051 Community Foundation Endowment	60,985.32	60,985.32	0.00
1400 Fine Art - Permanent Collection	34,600.00	34,600.00	0.00
<b>Total Other Assets</b>	<b>\$95,585.32</b>	<b>\$95,585.32</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$195,081.00</b>	<b>\$153,390.05</b>	<b>\$41,690.95</b>

# The Arts Council, Inc.

## Balance Sheet As of March 31, 2021

	TOTAL		
	AS OF MAR 31, 2021	AS OF MAR 31, 2020 (PP)	CHANGE
<b>LIABILITIES AND EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
1550 Accounts Payable	5,524.52	4,513.99	1,010.53
<b>Total Accounts Payable</b>	<b>\$5,524.52</b>	<b>\$4,513.99</b>	<b>\$1,010.53</b>
Credit Cards			
1060 First Bank of Omaha	3,053.32	14,479.10	-11,425.78
<b>Total Credit Cards</b>	<b>\$3,053.32</b>	<b>\$14,479.10</b>	<b>\$ -11,425.78</b>
Other Current Liabilities			
1571 Due to Artists	167.00	-467.00	634.00
1572 Due to Arts Foundation	7,949.10	15,295.42	-7,346.32
1590 Due to Janeen Mason	0.00	1,570.00	-1,570.00
2000 403(B) Retirement Plan	2,743.24	0.00	2,743.24
2015 Due to Martin County Schools-KTA	8,203.11	8,154.05	49.06
2052 Accrued Compensated Absences	22,678.49	22,678.49	0.00
2060 Line of Credit - Seacoast Bank	-150.00	-150.00	0.00
2200 Sales Tax Payable	186.91	-1.56	188.47
<b>Total Other Current Liabilities</b>	<b>\$41,777.85</b>	<b>\$47,079.40</b>	<b>\$ -5,301.55</b>
<b>Total Current Liabilities</b>	<b>\$50,355.69</b>	<b>\$66,072.49</b>	<b>\$ -15,716.80</b>
<b>Total Liabilities</b>	<b>\$50,355.69</b>	<b>\$66,072.49</b>	<b>\$ -15,716.80</b>
Equity			
3350 Donor Restricted	61,750.00	50,000.00	11,750.00
3400 Unrestricted Fund Balance	72,748.07	20,574.39	52,173.68
Net Income	10,227.24	16,743.17	-6,515.93
<b>Total Equity</b>	<b>\$144,725.31</b>	<b>\$87,317.56</b>	<b>\$57,407.75</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$195,081.00</b>	<b>\$153,390.05</b>	<b>\$41,690.95</b>

# The Arts Council, Inc.

## Budget vs. Actuals: Council Budget by Q REV Payroll/Ben Q2,3,4 - FY21 P&L Classes

October 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
4100 Government Funding/Grants	70,266.21	72,400.00	-2,133.79	97.05 %
4200 Private Support/Donations	14.49		14.49	
4250 Sponsorship	4,250.00	5,000.00	-750.00	85.00 %
4300 Membership	12,801.87	15,070.00	-2,268.13	84.95 %
4400 Foundation Support	41,000.00	45,600.00	-4,600.00	89.91 %
4500 Special Events - Non Arts Fest	134.00		134.00	
4600 Cultural Center	11,749.35	7,400.00	4,349.35	158.78 %
4700 All Earned Income	3,084.65	400.00	2,684.65	771.16 %
<b>Total Income</b>	<b>\$143,300.57</b>	<b>\$145,870.00</b>	<b>\$ -2,569.43</b>	<b>98.24 %</b>
<b>GROSS PROFIT</b>	<b>\$143,300.57</b>	<b>\$145,870.00</b>	<b>\$ -2,569.43</b>	<b>98.24 %</b>
<b>Expenses</b>				
5100 Personnel	73,900.27	67,200.00	6,700.27	109.97 %
5200 Artistic Services/Fees	11,858.00	6,100.00	5,758.00	194.39 %
5300 Services-Operating & Program	6,119.65	11,550.00	-5,430.35	52.98 %
5400 Marketing	16,535.83	17,285.00	-749.17	95.67 %
5500 Travel	137.10	400.00	-262.90	34.28 %
5600 Insurance	4,164.83	4,174.10	-9.27	99.78 %
5700 Remaining Operating	19,896.79	17,171.95	2,724.84	115.87 %
5800 Interest Expense	460.86	700.00	-239.14	65.84 %
<b>Total Expenses</b>	<b>\$133,073.33</b>	<b>\$124,581.05</b>	<b>\$8,492.28</b>	<b>106.82 %</b>
<b>NET OPERATING INCOME</b>	<b>\$10,227.24</b>	<b>\$21,288.95</b>	<b>\$ -11,061.71</b>	<b>48.04 %</b>
<b>Other Income</b>				
4900 In-Kind Support	2,599.00	2,000.00	599.00	129.95 %
<b>Total Other Income</b>	<b>\$2,599.00</b>	<b>\$2,000.00</b>	<b>\$599.00</b>	<b>129.95 %</b>
<b>Other Expenses</b>				
5900 In Kind Support	2,599.00	2,000.00	599.00	129.95 %
<b>Total Other Expenses</b>	<b>\$2,599.00</b>	<b>\$2,000.00</b>	<b>\$599.00</b>	<b>129.95 %</b>
<b>NET OTHER INCOME</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>NET INCOME</b>	<b>\$10,227.24</b>	<b>\$21,288.95</b>	<b>\$ -11,061.71</b>	<b>48.04 %</b>

# MEMORANDUM

TO: Arts Council Board of Directors  
FR: Nancy K. Turrell, Executive Director  
DT: April 14, 2021  
RE: Budget Request & Updates  
CC: Marie Jureit-Beamish; Ed Smith; Wendy Nelson

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Outlined below are two budget amendment requests for your consideration:

Request to purchase shades for the 2<sup>nd</sup> floor windows, excluding the windows at each end of the center hallway.

1. Estimate received = \$2,861 including installation. Color selection TBD.
2. Primary benefits including heat/cooling savings and reduced glare. Sample picture to the right. Price includes valance. The metal mini blinds are 25+ years old and most do not work and are ineffective preventing glare on computer screens.
3. Although this is an unbudgeted request, with the funds received from the sale of commissions on Clyde Butcher's works which were unbudgeted, I feel that we can afford this upgrade at this time.



Request to increase to annual budget for Q3 & Q 4 in the salary line item by \$3,300.

1. The Treasurer has reviewed details comparing our salaries to other Local Arts Agencies and have found them to average about two-thirds of national average. The most recent salary increase to an employee was given in 2019.
2. The Treasurer has requested that these salary adjustments be retroactive to April 1, 2021.

Other Related Updates:

In January 2021, a new computer (laptop) was purchased for Jennifer Hearn. I am currently getting a quote from C & W Computers to purchase a new desktop for my workstation and a solid-state drive for Wendy's computer. Both computers are 6+ years old. I will recommend in next year's budget to include a monthly allocation to be set aside for future replacements as Laura's and Elise's will need to be upgraded in the future. The purchases I have noted can be done within our current budget allocation so no request is being made.



## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, is made and entered into this 28 day of March 2018 by, between and among The Arts Council, Inc., ("Owner"), and Sailfish Realty Commercial, LLC., ("Consultant")

### WITNESSETH:

WHEREAS, Owner has commenced a project for the acquisition, repurposing, design, construction and opening of a cultural arts center in the existing Stuart High School ("the Project"); and

WHEREAS, Owner wishes to retain an independent consultant to provide acquisition, design and construction advisory services for the Project; and

WHEREAS, Consultant provides the type of services required by Owner in the acquisition, design and construction of the Project.

NOW, THEREFORE, in consideration of the premises and \$10.00 and other good and valuable consideration, the receipt and legal sufficiency whereof is hereby acknowledged, it is covenanted and agreed by, between and among the parties hereto as follows:

- I. Project Description. The Project is generally described as follows:
  - A. The Project consists of the acquisition, design, repurposing and construction of a cultural arts center in the existing Stuart High School.
  - B. The Owner is The Arts Council, Inc.
  - C. The General Contractor for the Project will be determined at a later date.
  - D. For purposes of this Agreement, "Control" means the acquisition of the control of the Stuart High School through receipt of title, contract, option, lease or other document, deemed sufficient by the Owner, to begin the building redesign and capital campaign to pay for the repurposing of the facility.
  
- II. Professional Services to be Provided by Consultant.

Consultant shall perform, "Project Management" and "Owners Representative" services, as needed, for the benefit of and on behalf of Owner. Such services include but are not limited to the Scope of Service set forth on Exhibit A attached hereto. Consultant

shall be available to consult with the board of directors and the officers of the Owner at reasonable times concerning the assignments. Consultant shall not represent the Owner, its board of directors, or its officers, nor shall Consultant make claim to do so, except as authorized in writing for specific endeavors.

III. Compensation of Consultant. Owner shall pay to Consultant the following fees for services defined herein:

A. All requested services will be billed at \$100.00 per hour for services rendered by H. R. Gonzalez, Jr. and \$75.00 per hour for services rendered by Don MacIntosh. Additional services will be compensated at rates approved in advance by Owner. Out of pocket expenses will be reimbursed, if applicable and approved in advance by Owner. Consultant will submit monthly invoices for fees and out of pocket expenses.

B. Fees will be accrued interest free until the owner acquires "Control" of the Stuart High School. At Owners option, the total fees accrued up to that date will be paid in full within 90 days or the total fees will be paid in twelve (12) equal monthly installments accruing at 3% interest. The monthly fees, prior to acquiring "Control", will not exceed \$7,500 and will be capped at that amount.

C. The fees earned after acquiring "Control" will be paid upon submission of each monthly invoice to Owner and payable within 30 days. Consultant will be entitled to 1% per month interest on all past due amounts. The monthly fees, after acquiring "Control" will not exceed \$15,000 and will be capped at that amount.

D. In the event Owner is unable to acquire "Control" of the property this agreement will terminate, and all fees accrued, prior to acquiring "Control", will be deemed a donation to Owner by Consultant and will not be due and payable by Owner.

IV. Consultant As Independent Contractor. It is expressly understood and agreed that: (1) Consultant shall use its own employees and diligently proceed by such means and in such manner as it deems best to carry out the terms of this Consulting Agreement; (2) Consultant is an independent contractor, and (3) nothing herein contained shall be deemed to create the relationship of principal and agent between any of the parties hereto.

V. It is mutually agreed and confirmed by all the parties hereto that Consultant has been engaged by Owner as independent advisor for the Project. All reports, both written and verbal, are for the sole benefit of Owner and shall not be relied upon or enforced by any other person, firm, corporation or other entity. Owner agrees that Consultant's reviews, evaluations, comments, whether made in writing or verbally, are being given for the sole use of Owner and are to be based upon Consultant's professional experience in providing the services contemplated by this Agreement. Owner acknowledges that the services to be performed by the



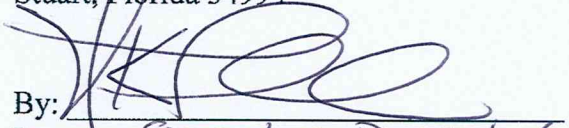
Consultant are not in lieu of, in addition to, or in substitution for, work, certifications or opinions required from design architects, engineers or attorneys. Owner confirms and agrees that Consultant is not a guarantor or an insurer of the adequacy or sufficiency of the plans and specifications, nor is Consultant a guarantor or insurer of the General Contractor's construction costs, day-to-day operations, methods, or schedules.

- VI. Owner to Cooperate. The Consultant's agents and employees shall have the ability to come upon the site of the Project at such times as may be required by Consultant. Owner shall, upon request deliver or cause to be delivered to Consultant all necessary data, test results, certifications, inspection reports, blueprints, plans, specifications, schedules, contract agreements and any other information relative to the performance of Consultant's duties hereunder.
- VII. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida.
- VIII. Invalidity of Specified Provisions. If any term or provision of this Consulting Agreement, or the application thereof, is held invalid or unenforceable as to any party, the balance of the Consulting Agreement shall not be affected thereby, and each remaining term and provision of this Consulting Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- IX. Termination of Agreement. Owner and Consultant shall have the right, in their sole and absolute discretion, to terminate this Consulting Agreement at any time upon fifteen (15) days written notice to the other party. In the event of such a termination, Consultant shall be paid by Owner all compensation owed for completed work based upon the compensation agreed upon in this Consulting Agreement.
- X. Attorney's Fees. In the event litigation results from or arises out of this Agreement, or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs and all other expenses, whether or not taxable by the Court as costs, in addition to any other relief to which the prevailing party may be entitled.
- XI. No Assignment. In no event may any of the Consultants obligations hereunder be assigned or otherwise transferred (including by operation of law).
- XII. Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by hand delivery or by certified or registered mail, return receipt requested, first class postage prepaid or by overnight courier service to the party's address as set forth below.

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

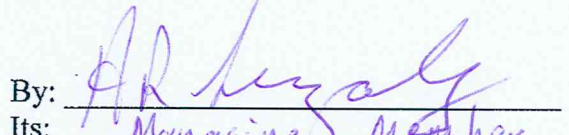
OWNER:

The Arts Council, Inc.  
80 East Ocean Boulevard  
Stuart, Florida 34994

By:   
Its: Executive Director

CONSULTANT:

Sailfish Realty Commercial, LLC.  
312 S.E. Denver Avenue  
Stuart, Florida 34994

By:   
Its: Managing Member



## **Exhibit A**

### **Scope of Service**

#### **Project Management**

Serve as "Project Manager" for the acquisition, repurposing, design, construction and opening of a cultural center in the existing Stuart High School. The "Project Management" scope of this contract will begin at execution of this agreement and continue until the "Owner" determines the services are no longer needed.

This task will include but not be limited to the following:

Serve as the project manager and proactive liaison between The Arts Council, Inc., and all other entities Private and Public necessary to acquire, design and repurpose the Stuart High School into a County-wide Arts and Cultural Center. This service will include negotiation's, meetings, financial analysis, action plans, public information, design oversight, value engineering, interface with user organizations, contract management, interface with potential donors, scheduling and other necessary services.

#### **Owner's Representative**

Upon the acquisition of "Control" for the repurposing, renovation and construction of a cultural arts center at the Stuart High School by the Arts Council the "Owner's Representative" scope of this contract will begin and continue through the completion of the construction phase of the project.

The full scope of these duties is described below.

#### **The "Owners Representative" Shall:**

Work with the Arts Council, Architect and Contractor to complete a programmatic design of the building, schematic design, design development plans and final construction contract documents. During this design process, being always aware of budget and funding constraints.

Work with the Arts Council, Architect, and Contractor to establish and maintain the design, permitting and construction schedule.

Serve as the "Owner's Representative" with all permitting authorities subject to approval by the Arts Council. Owner's Representative shall have no final decision-making authority.

Serve as the "Owner's Representative" under the construction contract for the Project.

Work with the Arts Council and the architect to ensure that all specifications are in hand and incorporated into the bid documents.

Work with the Arts Council and the Architect to develop the bid documents

Work with the Arts Council to evaluate bids, select the licensed general contractor,

complete and execute the contract for the specified work with the licensed general contractor.

Attend all construction meetings as the Owner's Representative to include meetings with the contractor, Architect, permitting authorities and project funders.

Provide on-site observation of the progress and general quality of the work.

Monitor the contractor's schedule.

Receive and review requests for changes by the contractor and submit them with recommendation to the Arts Council.

Review contractors schedule of values, requests for information, proposal requests and Change Orders and advise the Arts Council as necessary.

Insure that necessary testing and professional inspections are contracted for, carried out and documented.

Work with the Arts Council, the Architect and contractor to evaluate substitutions and evaluate engineering suggestions.

Review all requisitions for payment and make recommendation to the Arts Council.

Insure that contractor provides insurance certificates, releases of lien and other documents necessary to the work.

Establish and maintain project construction files for the Arts Council.

Provide the Arts Council with reports on the project. The reports will cover schedule, budget and any other information needed by the Arts Council. The reports will be written and provided at least monthly. Presentation of the reports will be provided as needed.

Provide any other services required to ensure that Project is completed on time, on budget, lien and litigation free.

Neither Sailfish Realty Commercial, LLC or Henry R. Gonzalez are licensed general contractors. These services are offered as an Owner's Representative only.



*“Our greatest natural resource is the minds of our children”*

*Walter E. Disney*



Although pandemic has altered our daily operations, Martin County Tax Collector stands committed to continue with the Kids TAG ART program. With strong beliefs that education of our children has to include not only math and text ,but also to create opportunities for the expression and interpretation of the world around them, Tax Collector's Office, successfully completed third season of the Kids TAG ART program.

Thanks to the continuing support of the School District and our partners, 5th grade students had an opportunity to showcase their talents and compete for the awards in several categories: Award of Distinction, Tax Collector's Choice, , "Life is better by the water" Award, "Catch of the day" Award, "Behind the badge" Award and Principal's Award.

Assembled group of judges had a great difficulty to pick the winners ,as the ideas and techniques of submitted designs were very diverse and distinct.

Thank you for your continuing support!

Please, see the list of this year winners.

**HARBOR BRANCH OCEANOGRAPHIC INSTITUTE**  
FOUNDATION





*“Our greatest natural resource is the minds of our children”*

*Walter E. Disney*

## Season 2020/2021

### Tax Collector's Choice



**Maria N.**

**Jensen Beach Elementary**

### Award of Distinction



**Mia S.**

**Jensen Beach Elementary**

### “Life is better by the water” Award



**Duke M.**

**Port Salerno Elementary**

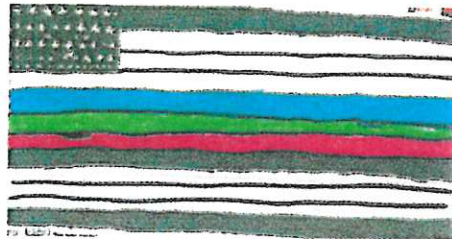
### “Catch of the day” Award



**Jackson H.**

**Jensen Beach Elementary**

### “Behind the badge” Award



**Isabella L.**

**Hobe Sound Elementary**





*"Our greatest natural resource is the minds of our children"*

*Walter E. Disney*

## Season 2020/2021

### Principal's Award



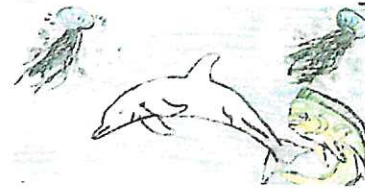
Abigayle P.

Hobe Sound Elementary



Nicolas S.

Bessey Creek Elementary



Selvin C.

Pinewood Elementary



Abigale F.

Citrus Grove Elementary



Clara B.

Palm City Elementary



Maribel T.

Port Salerno Elementary



German G.

Crystal lake Elementary



Adrianna P.

Felix A. Williams Elementary



Samantha R.

Seawind Elementary



Journey S.

Jensen Beach Elementary



Sofie D.

J.D. Parker Elementary



Marcos G.

Indiantown Middle School