

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/_12_/06 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing
 Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: PALM BEACH COUNTY CULTURAL COUNCIL, INC.

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE: Agreement with Palm Beach County Cultural Council, Inc. (the "Cultural Council") for the provision of services under the County's Tourist Development Plan during the period October 1, 2006 through September 30, 2011.

Summary: The Agreement provides for the Cultural Council to provide tourism marketing services under the County's Tourist Development Plan for a five-year period, from October 1, 2006 through September 30, 2011. The Agreement succeeds the current contract, (Contract R-2001-1570, as amended), which is to expire on September 30, 2006. The new Agreement is in the same form as the current agreement, except that it: (A) updates for Fiscal Year 2007 Exhibit "A" – Annual Budget, and Exhibit "E" – Performance Measures; (B) makes certain amendments of a technical nature to the body of the contract and (C) adopts revised Exhibit "C" – Student Intern Policy, Exhibit "D" – SBE Policy, Exhibit "F" – Travel Policy, Exhibit "G" - Salary Ranges, and Exhibit "H" – Organizational Chart. These changes have been reviewed and approved by the TDC. The new Agreement is for the amount of \$938,000. (TDC) Countywide (MC)

Background and Justification: Under the current Agreement, the Cultural Council develops and implements an Annual Marketing Plan to promote cultural activities and administer the Category "B" TDC grants. The new Agreement makes provision for the continuation of such services for an additional five years, through September 30, 2011. The new Agreement makes amendments of a technical nature to the body of the contract (Summary of Changes) and adopts a new Exhibit "A" (Annual Budget), as well as a new Exhibit "E" (Performance Measures), to apply during Fiscal Year 2007. The new Agreement also includes (i) a revision to Exhibit "C" (Student Intern Policy) change in compensation rate with limit; (ii) update Exhibit "D" (SBE Policy) referencing ordinance 95-30; (iii) Exhibit "F" (Travel Policy) providing for annual updating of the references used for determining actual and reasonable costs of travel; (iv) revised Exhibit "G" (Salary Ranges) update ranges (v) Exhibit "H" (Organizational Chart) with revisions as necessary to conform to the Cultural Council 's budget for 2007 as previously approved by the Cultural Council Board and the TDC.

Attachments: Summary of Changes from previous Agreement
 New Agreement with all exhibits

Recommended by:  Date 8/16/06
 Department Director

Approved By:  Date 9/7/06
 Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 938,000	tbd	tbd	tbd	tbd
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
	\$ 938,000	tbd	tbd	tbd	tbd
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0----	0----	0----	0-----

Is Item Included In Current Budget? Yes _____ No. ☒

Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____
Reporting Category _____

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

The Cultural Council receives 22.51% of the first 3 cents of the local option bed tax.

C. Department Fiscal Review:

Erin Bernier

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

This item is in the FY2007 proposed budget.

8/25/06 *8-29-06* *8/25-07* *9/11/06*
OFMB Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

This Contract complies with our contract review requirements.

Maureen Cullen
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

Palm Beach County Cultural Council

Summary of Changes in FY 2007 TDC Contract

- Incorporated all of the language changes in the past 5 Annual Amendments into the body of the new agreement.
- **Page 1,25:** Changed Contract to \$938,000 and Term of Agreement dates
- **Page 3, WHEREAS :** Changed the applicable County Tax Ordinance number to 95-30 per TDC.
- **Page 3, WHEREAS :** Changed wording on source of funding to "a portion of the Tourist Development Tax are reserved" per TDC.
- **Paragraph 14, Personnel :** Deleted staff listing and replaced with the council shall employ "sufficient staff and support personnel to perform on behalf of the CULTURAL COUNCIL the duties and services provided in this agreement". Staff positions are detailed in Exhibit H Organizational Chart.
- **Paragraph 15, Cooperation and Coordination of Activities :** Added provision to permit the Executive Director of the TDC to participate, as a voting member of the selection committee, in the hiring selection process for the President/CEO of the Council.
- **Paragraph 21 D, Professional and Consulting Services:** Added language that contracts in excess of \$30,000 shall require prior approval of the Executive Director of the TDC.
- **Exhibit A , FY 2007 Expense Budget:** Changed budget line amounts to reflect fiscal year 2007 budget.
- **Exhibit C , Student Intern Policy :** Changed compensation rate to \$7.50 per hour with a maximum of \$3,000. per semester.
- **Exhibit D, SBE Policy:** Changed all references of ordinance ~~from~~ 2002-064 to **FROM** ordinance 95-30.
- **Exhibit E, Performance Measurements:** Changed schedule to reflect FY 2007 performance measurements.
- **Exhibit F, Travel and Entertainment :** Revised policy to provide for annual updating of references used to determine actual and reasonable cost of travel.
- **Exhibit G, Salary Ranges:** Changed to reflect allowable salary ranges for staff retention and recruitment.
- **Exhibit H, Organizational Chart:** Changed to add one new administrative staff in the Marketing Department, as approved in the FY06/07 budget.

AGREEMENT

Between

**PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

And

PALM BEACH COUNTY CULTURAL COUNCIL

On behalf of the

TOURIST DEVELOPMENT COUNCIL

SUMMARY OF AGREEMENT

This summary is included for convenience and only and shall not be taken into consideration in any construction or interpretation of the Agreement attached hereto or any of its provisions.

Term of Agreement: 5 years
Contract Amount: \$938,000.00

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AGREEMENT WITH PALM BEACH COUNTY CULTURAL COUNCIL, INC.

This AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the PALM BEACH COUNTY CULTURAL COUNCIL, INC., a Florida not-for-profit corporation, (hereinafter referred to as "CULTURAL COUNCIL") whose Federal I.D. Number is 59-1862336, and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (Hereinafter referred to as "County").

WHEREAS, the COUNTY has established a Tourist Development Plan for the use of revenues derived from the Tourist Development Tax as set forth in Ordinance No. 95-30 as amended; and

WHEREAS, a portion of the Tourist Development Tax revenues are reserved for cultural and fine art entertainment, festivals, programs and activities which directly promote Palm Beach County tourism (hereinafter referred to as Category "B" funds); and

WHEREAS, in order to effectively provide for the use of the Tourist Development Tax revenues allocated for cultural activities, it is necessary to contract with an organization to review applications for the use of these funds; to help implement the Tourist Development Plan; and to coordinate cultural activities undertaken with Tourist Development Tax funds; and

WHEREAS, the Cultural Council is recognized by the COUNTY as the designated cultural organization to provide certain necessary assistance and services needed to effectively implement the Tourist Development Plan; and

WHEREAS, the Board of County Commissioners wishes to enter into an agreement for the provision of said assistance and service by the CULTURAL COUNCIL.

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

1. Guidelines, Policies and Procedures. Upon request of the Tourist Development Council of Palm Beach County, Florida (hereinafter referred to as "TDC") or its Executive Director, the Cultural Council shall propose specific revisions of the currently implemented guidelines, policies and procedures prescribed by the TDC which may be utilized by COUNTY as criteria for evaluation, administering and monitoring applications for Category "B" funds.
2. Review of Grant Applications. Upon completion of the proposed revisions and guidelines, policies and procedures prepared pursuant to Paragraph 1 of this Agreement, the CULTURAL COUNCIL shall deliver same to the Executive Director of the TDC for the Executive Director and the TDC for the TDC's review, modification and approval. Upon the TDC's approval of the guidelines, policies and procedures, the CULTURAL COUNCIL shall be charged with the responsibility of receiving grant applications from organizations and preliminarily evaluating these applications to determine whether the applications have met the guidelines, policies and procedures established by the TDC and COUNTY. Following its review of an application, the CULTURAL COUNCIL shall recommend to the TDC whether such application should not be considered for funding. The final determination of funding shall be the sole responsibility of COUNTY.
3. Annual Review of Guidelines, Policies and Procedures. The guidelines, policies and procedures established by the TDC and COUNTY pertaining to the provision of cultural and/or non-fine arts and fine arts entertainment, including festivals, programs

and other activities which directly promote tourism to Palm Beach County, in accordance with Category "B" of the COUNTY's Tourist Development Plan may be revised. At least once a year, the CULTURAL COUNCIL and the TDC shall review the guidelines, policies and procedures to determine if they are consistent with the COUNTY's objective and will accomplish their intended purpose. The CULTURAL COUNCIL shall strive to enhance Palm Beach County's reputation by recommending for funding quality events with long-term impact.

4. Annual Marketing Plan. The CULTURAL COUNCIL, in cooperation and consultant with the TDC's Executive Director, with persons providing contractual services for the COUNTY's Tourist Development Plan as provided in this Agreement and with other interested persons, shall develop a specific and detailed annual marketing and advertising plan (referred to herein as the "Annual Marketing Plan") for accomplishing the marketing purposes of Category "B" of the Tourist Development Plan. The CULTURAL COUNCIL shall present such Annual Marketing Plan to the TDC through its Executive Director for review, modification and shall implement the Annual Marketing Plan as provided in this Agreement.
5. Marketing and Advertising. The CULTURAL COUNCIL shall oversee the strategic development of all marketing functions, including but not limited to the following: research, marketing and public relations strategy in the public and private sectors, publications, broadcast and display advertising, special promotional campaigns and programs, media relations and releases, Palm Beach International Airport Tourist Information Center, festival marketing and cooperative media buys, programs with the TDC, and the South Florida Cultural Consortium, and Cultural Executives and other

marketing committees, all being subject to the overall direction and guidance of the TDC through its Executive Director. In addition, the CULTURAL COUNCIL shall, to the extent possible, establish cooperative ventures with the other funded TDC agencies.

6. Preparation of Grant Application Form. The CULTURAL COUNCIL shall develop, prepare and update an application form to be used by organization and individuals applying for Category "B" funding as provided for herein. The application shall be drafted to enable one to readily determine if the applicant meets the requirements of the Tourist Development Plan and is worthy of funding pursuant to the guidelines, policies and procedures established by the TDC and COUNTY. The CULTURAL COUNCIL shall also assist the COUNTY with the preparation of a Grant Agreement to be utilized by COUNTY and the Category "B" grantees and shall perform other related duties upon the request of the Executive Director of the TDC.
7. Monitoring and Evaluation of Grantees. Upon the COUNTY's approval of an application for Category "B" funding, the CULTURAL COUNCIL shall monitor and evaluate the activities of the applicant during the time the funded activity is conducted. This monitoring and evaluation shall be conducted in such a manner so as to determine the activities' impact on tourist development while taking into consideration artistic quality and administrative efficiency. The results of this monitoring and evaluation shall be reported to the TDC's Executive Director. The CULTURAL COUNCIL shall cooperate with the TDC and its Executive Director in all matters pertaining to such monitoring and evaluation and shall provide any further data requested by the TDC or its Executive Director.

8. Performance Measures. The CULTURAL COUNCIL shall provide semi – annual reports to the Executive Director of the TDC or his designee on attainment of the performance measures attached hereto and incorporated herein as Exhibit E. The CULTURAL COUNCIL agrees to make all good faith efforts to achieve.
9. Availability of Records. During the term of this Agreement, CULTURAL COUNCIL agrees an independent auditor shall have access to, and the right to examine, any pertinent books, documents, papers and records of the CULTURAL COUNCIL. The results of this independent audit will be submitted to the TDC.
10. Other Duties. The CULTURAL COUNCIL shall provide any assistance and services requested by the TDC or its Executive Director, which the TDC or its Executive Director deem necessary to facilitate the performance of the Cultural Council as they relate to the use of Category “B” funds including but not limited to the following:
 - A. South Florida Cultural Consortium. The CULTURAL COUNCIL shall serve as COUNTY’s designated CULTURAL COUNCIL and member of the South Florida Cultural Consortium (hereinafter “Consortium”). In accordance with the direction of COUNTY, the CULTURAL COUNCIL shall perform the duties and functions ascribed to the COUNTY in the Amended Interlocal Agreement Among Broward County, Martin County and Miami-Dade County relating to the South Florida Cultural Consortium approved by the Board of County Commissioners on or about September 22, 1992; provided, however, that the CULTURAL COUNCIL shall not have the authority to amend or terminate said Interlocal Agreement. In the event the COUNTY shall withdraw or terminate said Interlocal Agreement, any property due to

the parties as a result of such withdrawal or termination shall be returned to COUNTY. The CULTURAL COUNCIL shall also provide the cash and in-kind matching requirements, which are the responsibility of each party or its designated cultural council and are described in said Interlocal Agreement.

11. Qualification, Performance and Monitoring of Contractors. Any parties with which the COUNTY or the CULTURAL COUNCIL enters into contracts for services or goods pursuant to this Agreement shall be specifically experienced in, and qualified for, the provision of such services. As contract administrator, the CULTURAL COUNCIL, in consultation with the Executive Director of the TDC, shall develop criteria to be used to monitor and evaluate the performance of all contractors, including applicants receiving Category "B" funds (i.e. grantees). The grantees will provide no less than an annual report setting forth the duties the grantees have performed and the services they have provided. Each grantee's annual report shall be received within thirty (30) days of the expiration of the grant period identified in the grant agreement. The CULTURAL COUNCIL shall provide to the TDC, through its Executive Director, said reports and the results of such monitoring and evaluation. The CULTURAL COUNCIL shall take reasonable measures to assure the continued satisfactory performance of all contractors including grantees. Should the CULTURAL COUNCIL, after taking such reasonable measures, determine after consultant with the Executive Director of the TDC, that any contractor has failed to perform in accordance with its contract, the CULTURAL COUNCIL shall, as the case may be, either terminate its agreement with such contractor with notice to and the

concurrence of the Executive Director of the TDC, or recommend to the COUNTY to terminate the COUNTY's agreement with such contractor. The CULTURAL COUNCIL shall keep the Executive Director of the TDC fully informed as to all activities of the CULTURAL COUNCIL and all contractors who have received or expended revenues derived from the Tourist Development Tax or who have expended COUNTY funds, so as to enable the TDC's Executive Director to effectively assess overall direction and guidance of COUNTY's Tourist Development Plan. The TDC's Executive Director shall serve as an ex-officio member of all committees and subcommittees of the CULTURAL COUNCIL whose functions are in any way related to the expenditure of COUNTY or Tourist Development Tax funds.

12. Surveys. The CULTURAL COUNCIL shall conduct or cause to be conducted audience surveys of those events held in Palm Beach County receiving Category "B" funds. The CULTURAL COUNCIL shall submit reports on the results of such research to the Executive Director of the TDC.
13. Research. The CULTURAL COUNCIL may conduct a tourism marketing research program in accordance with the objective established by the CULTURAL COUNCIL and approved by the Executive Director of the TDC, including, but not limited to, surveys of tourism attendance (tourist is defined by the Tourist Development Council as those persons using overnight paid accommodations) related to Palm Beach County attractions and special events receiving Category "B" funds, and submit reports of the results of such research to the Executive Director of the TDC. The CULTURAL COUNCIL may retain an independent research firm to conduct these surveys. The Council may also retain an independent research firm to conduct audience

development surveys and focus groups. These efforts will include research on ways to attract visitors from outside Palm Beach County to enjoy the arts and culture of the County.

14. Personnel. The CULTURAL COUNCIL shall employ subject to the availability of funds as set forth in the attached Exhibit "A", sufficient staff and support personnel to perform on behalf of the CULTURAL COUNCIL the duties and services provided in this Agreement. The salary ranges and organizational chart for such staff positions are set forth in Exhibits "G" and "H" respectively. Employees whose salaries are underwritten by Tourist Development Tax funds must work for that portion of their time so underwritten, only on tourist development-related projects as specified in the Annual Marketing Plan submitted by the CULTURAL COUNCIL approved by the TDC and activities that support organizations involved in tourism development efforts. No personnel employed by the Cultural Council shall be officers, employees, servants or agents of the COUNTY nor have any contractual relationship with the COUNTY.

- A. The CULTURAL COUNCIL may offer to its employees a qualified defined contribution pension plan. Contributions to such plan shall not exceed ten percent (10%) of the employees' actual salaries. The CULTURAL COUNCIL shall incorporate the provisions of such plan into the policies and procedures of the CULTURAL COUNCIL, and shall notify the Executive Director of the TDC of any proposed revision to the plan prior to implementation in accordance with this agreement.

15. Cooperation and Coordination of Activities. The CULTURAL COUNCIL's

employees shall cooperate and work with the Executive Director of the TDC to insure that the activities of the CULTURAL COUNCIL and the contractors provided herein are in conformity with the Annual Marketing Plan. The Executive Director of the TDC or his designee shall participate in the interview process for PBCCC's selection of a President/CEO as a voting member of any committee appointed to make recommendations for this position to the PBCCC's Board of Directors. The Executive Director of the TDC may, at his option participate in the CULTURAL COUNCIL's interview process for the selection of Vice President of Marketing and Government Affairs. The CULTURAL COUNCIL shall through the Vice President of Marketing and Government Affairs, coordinate activities with those of the Executive Director of the TDC to insure that their activities complement those of the TDC and to minimize duplication of effort between the other TDC funded agencies, and the CULTURAL COUNCIL. The Executive Director of the TDC will prepare and submit to the TDC and the Chair of the CULTURAL COUNCIL an evaluation of the CULTURAL COUNCIL's performance of its duties under this Agreement.

16. Other Policies. The CULTURAL COUNCIL shall, in the performance of its duties, adhere to and act conformity with the policies set forth in the following attachments:

- Exhibit "A" - TDC FY 2007 Expense Budget
- Exhibit "B" - Moving Expense Reimbursement Policy for Employees Hired in Selected Positions
- Exhibit "C" - Employment of Student Interns Polity
- Exhibit "D" - SBE Policy
- Exhibit "E" - Performance Measurements

- Exhibit "F" - Travel Policy
- Exhibit "G" - Salary Ranges
- Exhibit "H" - Organizational Chart

The provision of this Agreement, including the policies set forth in Exhibits "A" "B", "C", "D", "E", "F", "G" and "H" shall control over any other guideline, policy or procedure which may conflict with the provisions contained herein.

17. Compensation and Method of Payment. Costs incurred by the CULTURAL COUNCIL in performing the duties and providing the goods and services described in this agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "B" of the Tourist Development Plan. Payment to the CULTURAL COUNCIL shall be consistent with the Annual Marketing Plan adopted by the TDC and the Annual Budget adopted by the COUNTY, and shall be made for expenditures, which are specifically authorized by the COUNTY. The CULTURAL COUNCIL Annual Budget as set forth in the attached Exhibit "A", as it may be amended by the COUNTY from time to time, shall constitute, as between the COUNTY and the CULTURAL COUNCIL, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this agreement.

Payments by the COUNTY shall be made to the CULTURAL COUNCIL in accordance with the fiscal procedures of the COUNTY as reimbursement for authorized expenditures or provisions of goods and services, following the CULTURAL COUNCIL's determination that goods and services have been properly

provided, and upon submission of invoices by the CULTURAL COUNCIL to the Executive Director of the TDC or his designee, and a determination by the Executive Director of the TDC or his designee that the invoiced payments are authorized above and that the goods or services covered by such invoice have been provided or performed in accordance with such authorization.

Each invoice submitted by the CULTURAL COUNCIL shall include a reference to its previous authorization, shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor and proof of receipt or performance of the goods or services invoiced.

It is mutually agreed that the CULTURAL COUNCIL shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to the CULTURAL COUNCIL and such independent contractors on a continual basis amounts properly payable under this agreement and supported by receipted invoices submitted by the CULTURAL COUNCIL. Any travel and entertainment expenses incurred by the CULTURAL COUNCIL may be reimbursed to the CULTURAL COUNCIL only upon the approval of the Executive Director of the TDC or his designee and within the limitations imposed by law upon COUNTY.

Moreover, COUNTY shall not pay the CULTURAL COUNCIL or any third party on any invoice of the CULTURAL COUNCIL, unless and until the Clerk of the Board of County Commissioners pre-audits payment invoices in accordance with law, and subject to the conditions, if any, attached to said approval.

The CULTURAL COUNCIL shall be reimbursed for its actual costs not to exceed the total amount for various items, and up to the maximum amounts budgeted therefore, as

set forth in the CULTURAL COUNCIL Annual Budget, including in the attached Exhibit "A". the amounts applicable to the various line items of Exhibit "A" can, subject to the maximum total amount, be increased or decreased by up to 10% at the discretion of the CULTURAL COUNCIL; adjustment in excess of 10% of any line item must be authorized by the Executive Director of the TDC. Under no circumstances shall the adjusted amount for FY 2007 exceed or cause the total to exceed the amount of Nine Hundred and Thirty Eight Thousand (\$938,000).

In the event the CULTURAL COUNCIL encounters unanticipated necessary expenses in performing services to be provided by the CULTURAL COUNCIL under this Agreement, the CULTURAL COUNCIL may request said expenses to be included on an amended Exhibit "A" for reimbursement by COUNTY and COUNTY shall consider, but shall not be obligated to grant, said request.

18. Performance and Obligation to Pay. Regardless of anything contained herein to the contrary, the COUNTY's performance and obligation to pay under this Agreement are contingent upon the allocation of Tourist Development funds for the purposes and uses provided in this Agreement, the availability of the Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category "B" uses, and an annual appropriation by the COUNTY for the purposes set forth in this Agreement and the attached Exhibit "A".
19. Contract Administrator. The COUNTY shall be the primary contracting party for the provision of any/or services necessary hereunder, except as expressly provided in paragraph 21 of this Agreement. The CULTURAL COUNCIL shall serve as contract

administrator and shall manage the operation of such contracts on the COUNTY's behalf.

20. Third Party Contracts. The CULTURAL COUNCIL may enter into contracts with firms and individuals subject to the purchasing guidelines and requirements set forth in the attached Exhibit "A". All contracts entered into by the CULTURAL COUNCIL is an independent service contractor of the COUNTY and does not have the authority to enter into any contract on the COUNTY's behalf or to bind the COUNTY to any such contract and shall further state that COUNTY shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by COUNTY of any benefits there under. No such contract shall obligate the COUNTY in any manner to any third party.

21. Purchasing Guidelines. The CULTURAL COUNCIL shall be subject to and shall comply with the following purchasing guidelines and requirements:

A. Purchases Between \$1,000.00 and \$5,000.00. The CULTURAL COUNCIL may purchase goods or services between \$1,000.00 and \$5,000.00 upon obtaining oral quotations for the goods or services. The CULTURAL COUNCIL will make every effort to obtain a minimum of three (3) oral quotations if appropriate for the goods and services.

B. Purchases Between \$5,001.00 and \$10,000.00. The CULTURAL COUNCIL shall request written quotations for all purchases between \$5,001.00 and \$10,000.00. The CULTURAL COUNCIL shall make every effort to receive a minimum of three (3) written quotations for each item or group of items needed, if appropriate requests for quotations will be secured from all

prospective bidders, as feasible. All purchases and contracts must be consistent with the approved Annual Marketing Plan. In the event the Executive Director of the TDC shall question the recommended contract, the CULTURAL COUNCIL shall establish the appropriateness of the contract.

- C. Purchases Exceeding \$10,000.00. The CULTURAL COUNCIL shall request written proposals for all purchases over \$10,000.00. The CULTURAL COUNCIL shall make every effort to secure at least three (3) written proposals of each item group of item or group of items needed. Advertising for written requests for proposals will be published no less than one time in a newspaper daily circulation distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Request for proposals will be sent to all prospective bidders, as feasible. Any contract that exceeds \$10,000.00 shall require the prior approval of the Executive Director of the TDC as evidenced by a TDC signature line on the contract signature page
- D. Professional and Consulting Services. Contracts for professional or consulting services shall be subject to the provisions of this paragraph 22, and shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which services will be performed, the form or method of compensation (e.g. retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the project, and contain other standard contract language. All contracts in excess of \$30,000. shall require the prior approval of the Executive Director of the TDC. The

Executive Director of the TDC must approve the form and content of this agreement prior to execution by the vendor and the CULTURAL CONCIL.

- E. Reorders of Printing Items. Reorders of printing items may be purchased from the original vendor at the previously established price.
- F. Sole Source Purchases. In accordance with the provisions of this paragraph 22, the Executive Director of the TDC may authorize the purchase of goods, advertising, printing ,delivery or services without request for quotes or proposals when the CULTURAL COUNCIL has determined in writing that such good or service is the only item that meets the need and is available through only one source. The vendor shall provide, in writing, certification that they are the sole source provider of the good or service.
- G. Prohibition of Subdivision of Services. No contract or purchase shall be subdivided to avoid purchasing guidelines and requirements provided for in this Agreement.

- 22. Vendor List. The CULTURAL COUNCIL shall maintain a “vendor list” of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by COUNTY. The CULTURAL COUNCIL will solicit quotes or proposals from responsible prospective suppliers obtained from the CULTURAL COUNCIL’s and the COUNTY’s vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, etc.
- 23. Evaluation of Offers and Contracts. The CULTURAL COUNCIL may only enter into contracts with the lowest, responsive, responsible bidder whose offer is determined to be the most advantageous to COUNTY and the CULTURAL COUNCIL in the

performance of the activities or functions provided for in this Agreement. Evaluation of offers shall be based upon the criteria established by the CULTURAL COUNCIL and approved by the Executive Director of the TDC, and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Upon the approval of the Executive Director of the TDC, discussions or negotiations with the most qualified vendor based upon offer, may be conducted for the purpose of obtaining a contract which is in the best interests of the COUNTY and the CULTURAL COUNCIL in the Performance of the CULTURAL COUNCIL's duties, obligations and functions as provided in this Agreement.

24. Certification of Conduct. The CULTURAL COUNCIL hereby certifies that it will not attempt in any manner to improperly influence any specification, or be unlawfully restrictive regarding any purchase of service or commodities by the COUNTY.
25. Furniture and Equipment. All furniture or equipment acquired by the CULTURAL COUNCIL which has or will be paid for by or reimbursed from Tourist Development Tax funds shall be purchased in accordance with the COUNTY's purchasing guidelines and shall be subject to the tagging and inventory requirements of Chapter 274, Florida Statutes, and applicable property control procedures of the COUNTY. Said furniture and equipment shall be and remain the property of the COUNTY. The CULTURAL COUNCIL shall use the furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear excepted.
26. Findings Proprietary. Any reports, information, data, etc., given to, prepared or assembled for or by the CULTURAL COUNCIL using Tourist Development Tax

funds which the COUNTY requests shall be kept as proprietary and shall not be made available to any individual or organization without the prior written approval of the COUNTY. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by the COUNTY or the CULTURAL COUNCIL as specifically provided herein. The COUNTY shall have the unrestricted authority to publish, disclose, distribute and otherwise use any reports, data, or other materials prepared under this Agreement.

27. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes and other intellectual property created by or on behalf of the CULTURAL COUNCIL or the COUNTY using Tourist Development Tax funds shall be the property of COUNTY and the CULTURAL COUNCIL hereby assigns to COUNTY any and all rights the CULTURAL COUNCIL has or may acquire in such intellectual property. Any and all revenues derived from such use by the CULTURAL COUNCIL shall be applied solely to the performance of the CULTURAL COUNCIL's duties specified in this Agreement and any such revenue not so applied shall be remitted by the CULTURAL COUNCIL to the COUNTY. The CULTURAL COUNCIL shall take no action inconsistent with the COUNTY's rights in such intellectual property and will take all reasonable actions, including registration of trademarks and trade names, as necessary and appropriate to protect the COUNTY's rights in such property.

28. Insurance. The CULTURAL COUNCIL shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

- A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CULTURAL COUNCIL shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certifications shall name the COUNTY as an additional insured and shall clearly indicate that the CULTURAL COUNCIL has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CULTURAL COUNCIL of its liability and obligations under this Agreement.
- B. Comprehensive General Liability Insurance. The CULTURAL COUNCIL shall maintain during the life of this Agreement, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than \$1,000,000.00 per occurrence to protect the CULTURAL COUNCIL from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the CULTURAL COUNCIL or by anyone directly employed by or contracting with the CULTURAL COUNCIL.
- C. Comprehensive Automobile Liability Insurance. The CULTURAL COUNCIL shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury, death and property damage liability

to protect the CULTURAL COUNCIL from claims for damages, for property damage, death and for bodily and personal injury, which may arise from the ownership use, or maintenance of owned and non-owned automobiles, including rented automobiles by the CULTURAL COUNCIL or by anyone directly or indirectly employed or retained by the CULTURAL COUNCIL.

D. Worker's Compensation Insurance. The CULTURAL COUNCIL shall maintain during the life of this Agreement, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Chapter 440, Florida Statutes.

29. Indemnification For Neglect Acts or Omissions. The CULTURAL COUNCIL shall indemnify, save and hold harmless the Palm Beach County Tourist Development Council, and the COUNTY, its officers, servants and agents from and against any and all claims, liabilities, losses and/or causes or actions which may arise from any negligent act or omission of the CULTURAL COUNCIL, its officers, employees, servants and agents in the performance of services under this agreement, and regardless of whether such negligent act or omission of the CULTURAL COUNCIL was caused, occasioned or contributed to in whole or in part by the negligence of the Palm Beach County Tourist Development Council, the COUNTY or its officers, employees, servants or agents.

30. Additional Indemnification. The CULTURAL COUNCIL further agrees to indemnify, save, hold harmless and defend the COUNTY, its officers, employees, servants and agents from and against any claim, demand or cause of action of whatsoever kind or

nature arising out of any conduct or misconduct of the CULTURAL COUNCIL not included in the paragraph above and for which the COUNTY, its officers, employees, servants and agents from and against any claim, demand or cause of action or whatsoever kind or nature arising out of any conduct or misconduct of the CULTURAL COUNCIL not included in the paragraph above and for which the COUNTY, its officers, employees, servants and agents are alleged to be liable.

31. Non-Discrimination. During the performance of this Agreement, the CULTURAL COUNCIL agrees as follows:

- A. It will not discriminate against any employee or application for employment upon the grounds of race, religion, color, marital status, national origin, sex, sexual orientation, age, handicap or disability with respect to, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. It will not discriminate against any subcontractor, contractor, potential contractor or participant hereunder, upon any of the above prohibited grounds.

32. Amendment of Ordinance No. 95-30. Nothing in the Agreement shall impair or prohibit the COUNTY from amending the Palm Beach County Tourist Development, Ordinance No. 95-30, as the COUNTY may from time to time deem appropriate.

33. Certificate of Authority and No Conflict. The CULTURAL COUNCIL hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY, and that it will not now, and at no time, violate either directly or indirectly any provision of

Chapter 112, Florida Statutes, or any other conflict of interest statute or other applicable statute.

34. Conflict of Interest. Neither the CULTURAL COUNCIL, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations in the performance of services provided for in this Agreement. The CULTURAL COUNCIL shall promptly notify the TDC and the COUNTY in writing of all potential conflict the CULTURAL COUNCIL, its officers, directors, agents or employees. In the event the County Attorney's Office shall determine that such association, interest or other circumstance would constitute a conflict of interest, the CULTURAL COUNCIL, its officers, directors, agents or employees shall take all action necessary to resolve the conflict of interest.
35. Independent Contractor. The CULTURAL COUNCIL is, and shall be, in the performance of all work, service and activities under this Agreement, an independent contractor and not an agent or servant of the COUNTY. All persons engaged in any of the work or service performed pursuant to this Agreement shall at all times and in all places, be subject to the CULTURAL COUNCIL's sole direction, supervision and control. The CULTURAL COUNCIL shall exercise control over the means and manner in which it and its employees perform the work and in all respect the CULTURAL COUNCIL's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, agents or servants of the COUNTY. The CULTURAL COUNCIL shall not have the

power or authority to bind the COUNTY in any promise, agreement or representation unless specifically provided for in this Agreement.

36. Preservation of Records. The CULTURAL COUNCIL shall maintain and preserve the records, books, documents, papers and financial information pertaining to the work performed under this Agreement. The CULTURAL COUNCIL agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to and the right to examine any pertinent books, documents, papers and records of the CULTURAL COUNCIL. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the examine will continue until completion of such audit.
37. Public Records. The parties expressly agree that any and all records of the CULTURAL COUNCIL relating to this Agreement are to be considered public records, subject to the provisions of this Chapter 119, Florida Statutes. Moreover, during the term of this Agreement, COUNTY is hereby granted the power to designate any or all records of the CULTURAL COUNCIL as public records under Chapter 119, Florida Statutes, by resolution of the Board of County Commissioners, making such designation, regardless of whether said records are presently deemed public records.
38. Notification to Executive Director of the TDC. The CULTURAL COUNCIL shall notify the Executive Director of the TDC if any CULTURAL COUNCIL board or executive committee meeting at which matters relating to this Agreement or any other matters relating to Tourist Development Tax funds are to be considered.

39. Prohibition of Assignment. The CULTURAL COUNCIL shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written consent of the COUNTY.
40. Authority to Practice. The CULTURAL COUNCIL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a responsible manner. Proof of such license and approvals shall be submitted to COUNTY upon request.
41. Other Activities and Services. This Agreement shall not be construed so as to prevent the CULTURAL COUNCIL from being an applicant for other funds the COUNTY for activities or services other than those carried out under the terms of this Agreement and which do not conflict with the activities or service provided for in this Agreement. This Agreement shall not be construed so as to prevent the CULTURAL COUNCIL from being an applicant to the COUNTY or the TDC for other service to promote tourism in Palm Beach County.
42. Public Entity Crimes. As provided in F.S.287.132-133, by entering into this contract or performing any work in furtherance hereof, the CULTURAL COUCIL, 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).

43. Term of Agreement. The term of this Agreement shall become effective on October 1, 2006 and expire September 30, 2011. This contract may be extended or modified upon mutual agreement in writing.
44. Termination. The COUNTY or the CULTURAL COUNCIL may terminate this Agreement at any time without cause by giving the other ninety (90) days advance written notice of such termination and specifying the effective date thereof. If the CULTURAL COUNCIL, at any time during this Agreement, should be in default (i.e. a material breach) of any term, provision of covenant of this Agreement and shall fail to remedy such default within thirty (30) days after written notice from COUNTY then, if such default is not cured, COUNTY may at its option terminate this Agreement by giving the CULTURAL COUNCIL written notice of COUNTY's election to terminate this Agreement at least ten (10) days prior to said date of termination. In the event the Board of County Commissioners shall decide to terminate this Agreement, the CULTURAL COUNCIL shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement.
45. Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, to the following: As to the COUNTY:
- Executive Director
Tourist Development Council
1555 Palm Beach Lakes Boulevard, Suite 900
West Palm Beach, FL 33401
- As to the CULTURAL COUNCIL:
- President
Palm Beach County Cultural Council, Inc.
1555 Palm Beach Lakes Boulevard, Suite 300
West Palm Beach, FL 33401

Or such other address directly by the respective parties in writing.

46. Entirety of Agreement. This Agreement shall constitute the whole Agreement between parties unless otherwise in writing. Any failure by the COUNTY to require strict performance by the CULTURAL COUNCIL or any waiver by the COUNTY of any provisions of this Agreement shall not be constructed as a consent or waiver of any other breach of the same or any other provision.

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

ATTEST

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

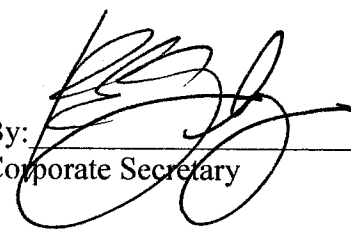
By: _____
Deputy Clerk

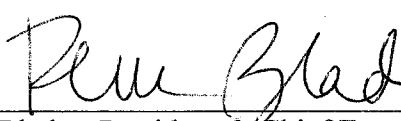
By: _____

(SEAL)

ATTEST

PALM BEACH COUNTY CULTURAL
COUNCIL, INC.

By:  _____
Corporate Secretary

By:  _____
Rena Blades, President & Chief Executive
Officer

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Maurice Lulla
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: J. Charles Lehmann
J. Charles Lehmann, Executive Director
Tourist Development Council

EXHIBIT "A"

**PALM BEACH COUNTY CULTURAL COUNCIL
TOURIST DEVELOPMENT COUNCIL
FY 2007 EXPENSE BUDGET**

Marketing and Grants Administration	\$394,899
Marketing/Advertising	\$444,738
General and Administrative	<u>\$ 98,363</u>
TOTAL ADMINISTRATIVE BUDGET	\$938,000

EXHIBIT "B"

MOVING EXPENSES REIMBURSEMENT POLICY FOR EMPLOYEES HIRED IN SELECTED POSITIONS

The CULTURAL COUNCIL may be reimbursed by COUNTY for moving expenses for employees hired for executive, administrative and professional positions.

Employees hired for selected positions may be reimbursed up to seventy-five percent (75%) of their moving expenses but not to exceed \$5,000.00 unless provided otherwise in a written employment contract. Approval shall be obtained from the Executive Director of the TDC prior to any payment of moving expenses.

Employees hired for selected positions shall submit three (3) written estimates and a paid invoice to the Director of the Tourist Development Council. Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with the CULTURAL COUNCIL within one (1) year from the date of employment must reimburse the CULTURAL COUNCIL the full amount the moving expense originally paid. The CULTURAL COUNCIL will, in turn, reimburse COUNTY.

It is the Executive Director of the TDC's responsibility to ensure that adequate funds have been budgeted and are available for moving expense.

EXHIBIT "C"

EMPLOYMENT OF STUDENT INTERNS POLICY

From time to time, the CULTURAL COUNCIL may find it desirable to hire student interns to assist with the work of promoting Palm Beach County as a tourist destination. The employment of all interns shall be subject to the following requirements and resolutions:

1. Interns shall be college students receiving credits for their internship and enrolled in a curriculum leading to a degree in non-profit management or fundraising or in a tourism, hospitality or marketing discipline.
2. Prior to employment, each intern and the CULTURAL COUNCIL shall sign a letter of agreement outlining the terms and conditions of employment which shall be approved by the Executive Director of the TDC.
3. Interns should work at least 20 hours per week for a period up to 16 weeks and can be compensated at the rate of \$7.50_per hour on a biweekly basis. The compensation provided to an intern cannot exceed \$3,000.00 per semester.
4. Palm Beach County will reimburse the CULTURAL COUNCIL for the compensation paid to a student intern only if a letter of agreement has been initialed by the Executive Director of the TDC and was executed by both the intern and the CULTURAL COUNCIL prior to the intern's employment.

EXHIBIT "D"**SBE POLICY**

Pursuant to Palm Beach County Ordinance No. 2002-064, CULTURAL COUNCIL agrees to carry out its duties under this Agreement in accordance with the following program to encourage the participation of small business enterprises ("SBEs") in CULTURAL COUNCIL'S procurement process.

CULTURAL COUNCIL will make good faith efforts in providing equal opportunity whereby all Palm Beach County businesses may fully participate in CULTURAL COUNCIL'S procurement process. CULTURAL COUNCIL agrees to take the following steps to insure that Palm Beach County-certified small business enterprises are afforded the opportunity to participate in CULTURAL COUNCIL'S procurement process:

- A. Analysis of SBE availability to provide the products or services identified for contracting at either the prime or subcontract levels.
- B. Inclusion of SBEs on contract solicitation lists or vendor lists.
- C. Establishment and implementation of goals for SBE participation, and tracking of SBE participation, consistent with Ordinance No. 2002-064 and Policies and Procedures adopted by the COUNTY pursuant thereto.
- D. Monitoring and maintenance of records sufficient for verification of steps taken and results achieved to maximize participation.
- E. Dividing purchases and contracts into smaller units, areas, or quantities where feasible and likely to increase participation without substantial adverse fiscal impact.
- F. Setting delivery schedules that do not discourage SBE participation.
- G. Use of services and assistance provided by the COUNTY's Office of Small Business Assistance and other agencies in locating available SBEs.
- H. Utilization of the COUNTY's computerized listing of certified SBEs.
- I. Submission of annual reports to the TDC, and if requested, to the Board of County Commissioners, detailing the results of efforts to obtain SBE participation. This

report shall include as a minimum the percentage of SBE participation during the contract term, total expenditures, and dollar amount of contracts awarded to SBEs. If the report indicates that CULTURAL COUNCIL is behind in reaching the annual goals, the report shall also discuss the known or possible reasons for the failure to meet the goals.

- J. Providing SBEs with adequate information about plans, specifications, and requirements of CULTURAL COUNCIL contracts, and following up initial solicitations of interest by SBEs.
- K. Where applicable, negotiating with SBEs in good faith and demonstrating that SBEs were not rejected as unqualified without sound reasons based on thorough investigation of their capabilities.
- L. Using the services of available community and contractors' groups, and local, state, or federal minority and/or woman business assistance offices that provide assistance in the recruitment of SBEs for public sector contracts.
- M. Where applicable, providing assistance to obtain bonding, lines of credit, and insurance.
- N. Where appropriate, scheduling pre-bid or pre-proposal meetings to inform potential subcontractors of SBE requirements and other bid/proposal requirements, and encouraging SBEs to attend the pre-bid or pre-proposal meetings.
- O. Offering instructions and clarification on bid/proposal specifications, procurement policy and procedures, and general bidding requirements.
- P. Maintaining a file of successful bid/proposal documents from past procurement and permitting SBEs to review and evaluate such documents.
- Q. When requested, meeting with unsuccessful bidders/proposers to explain why bids may have been unsuccessful.

- R. Ensuring that bid/proposals specifications and plans are written or drawn so as not to prejudice or unreasonably limit SBE participation. The inclusion of proprietary specifications should be avoided without the establishment of a particular need.
- S. Limiting the use of renewal provisions in subcontracts so as not to inhibit SBE participation.
- T. Placement of bid notices, and where appropriate, in minority, women, and small business-focused media.
- U. Providing adequate time for the submission of bids/proposals so as to facilitate the participation of SBEs.

For the purposes of this Exhibit, all terms shall have their ordinary meaning, except that any terms defined in Palm Beach County Ordinance No. 2002-064 or any successor ordinance, shall have the meaning provided therein.

* * *

EXHIBIT "E"

PERFORMANCE MEASUREMENTS

<u>Performance Measure</u>	<u>FY2007</u>
Media/Trade shows	10
Reimbursements processed for Category B grants	68
Orgs./artist receiving direct assistance	500
Inquiries from advertising	12,000
Website visits	220,000
Meetings, roundtables and workshops	27

EXHIBIT "F"

TRAVEL & ENTERTAINMENT POLICY for TOURISM PROMOTION ACTIVITIES

Florida Statute 125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for Palm Beach County. The statute authorizes reimbursement for "actual and reasonable" expenses. All expenses/purchases must have receipts, with the exception tips to bellman/valets that are less than \$10. (See section on Receipts)

Staff of Palm Beach County Cultural Council is authorized to provide, arrange and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the Council. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the tourist industry. All travel and entertainment-related expenditures in excess of \$10 shall be substantiated by paid (invoices). Palm Beach County PPM CW-F-009 Travel Policy is utilized when Florida Statute Section 125.0104 does not govern this policy.

Tourism Promotion and Convention Sales activities shall include consumer and trade shows, familiarization tours, sales missions, and other travel related and entertainment expenses that are incurred by officers and employees of the Council, other authorized persons, travel writers, tour brokers, or other persons connected with the tourist industry, including the convention meeting industry, in the course of promoting Palm Beach County and the Palm Beach County Convention Center.

DOMESTIC TRAVEL (Including Florida)

Meal expenses will be deemed to be reasonable if they comply with the per diem limit by city as shown in the Per Diem schedule distributed at the beginning of each fiscal year. If a particular city is not listed in the Per Diem schedule, it may be appropriate to use the next closest city as the guide. However, some resorts are adjacent to a city with a per diem meal schedule that may not be on par with the resort. In that case, "actual and reasonable" meal expenses will be accepted. Any departure from the published rates will be deemed to be excessive unless the reasonableness and necessity of the expenditure is satisfactorily proven by the traveler in a written explanation on the expense reimbursement form. Meal expenditures may be combined such that the daily total does not exceed the per diem limit, provided, however, that one does not incur entertainment expenses which include a meal during the same day, or during a day when the traveler arrives or departs from a city. **The maximum tip on any meal is 15%, NO EXCEPTIONS.** Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make 1 personal call home per day, excepting unusual circumstances which must be explained and will be subject to review.

FOREIGN TRAVEL

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication. This publication breaks down per diem into meals & incidentals (MIE), and lodging. The MIE rate is inclusive of tips for meals and other related expenses.

Lodging may exceed the per diem listed provided there is a valid reason as to why the accommodations exceeded the per diem limits.

Foreign ExchangeRate: Expense reports containing a mix of cash and credit card expenses will be reimbursed using (a) the actual rate of exchange shown on the credit card statement for each charge and (b) the average of the Interbank Rate plus 5% for eligible cash expenditures incurred during the time the traveler was in the country, as published by *OANDA.com*. The average rate as published by *OANDA.com* shall be attached to each expense report. Expense reports that have only credit card charges shall be reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the expense report.

When traveling in several countries on the same trip, please submit an expense report for each country along with the exchange rate in effect at the time of travel.

AIR TRAVEL

For flights of 4 hours or more, full fare coach tickets may be purchased for upgrade to business class/first class, if available through airline programs. For all other air travel, the traveler shall attempt to obtain the most economical means of travel that is reasonable under the circumstances.

RECEIPTS ARE REQUIRED FOR ALL EXPENDITURES

TIPS: All tips for portage, taxi cabs etc., must be detailed on the back page of the travel reimbursement form. In general, tips do not need to be supported by a receipt; however, when tips over \$10.00 are given for portage of large and/or numerous boxes of material or displays, explanations are required and receipts should be obtained when possible. Tips for meals are to be included in the meals column, NOT the tips column of the expense report. The per diem schedule for meals is inclusive of tips.

ENTERTAINMENT

Entertainment expenses are currently limited to the following amounts per person per day:

Breakfast: \$ 30.00	A maximum 20% gratuity
Lunch : \$ 70.00	may be added to these rates.
Dinner : \$100.00	

The above limits do not include taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, beverages served at a reception, photography and special decorations are not included. Gratuity exceeding 20% for group functions may be approved by the Executive Director of the TDC or his designee.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance.

EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard PBCCC Expense Report Form, as updated from time to time. Requests for reimbursement for mileage shall be done using a mileage expense report form as a backup to the standard expense report. Each expense report must be approved by the President/CEO or his/her designee. The appropriate account code should be shown on the expense report.

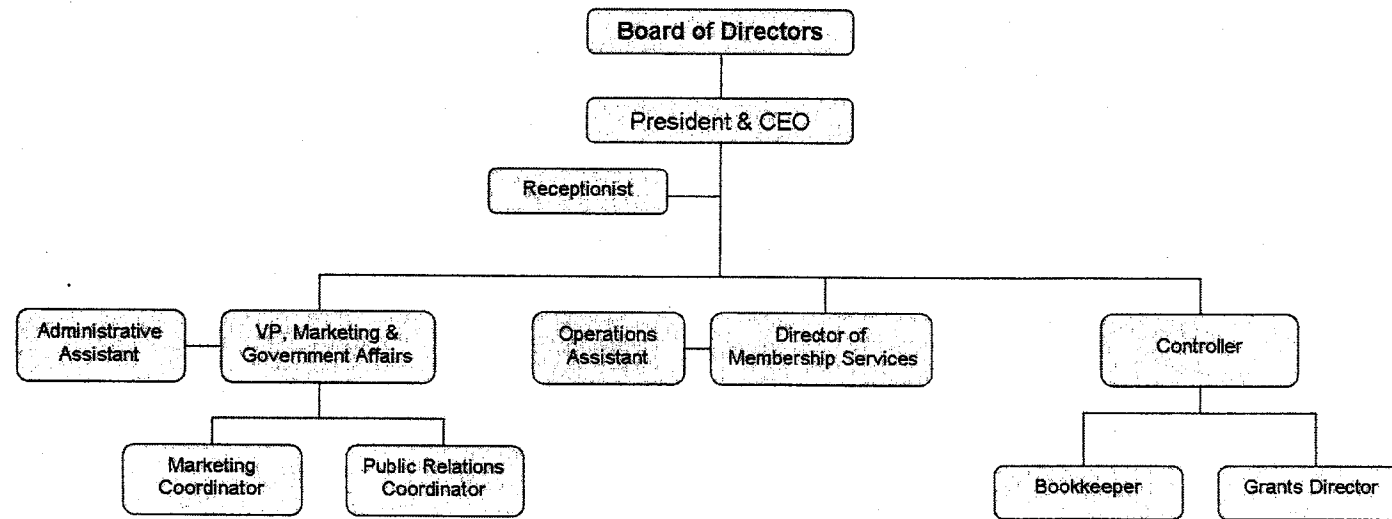
**FY 2007
EXHIBIT "G"**

**PALM BEACH COUNTY CULTURAL COUNCIL
TOURIST DEVELOPMENT COUNCIL
ANNUAL SALARY RANGES**

	<u>Low</u>	<u>High</u>
Vice President Marketing & Govt. Relations	\$75,000	\$95,000
Controller	\$50,000	\$70,000
Grants Director	\$40,000	\$60,000
Marketing Coordinator	\$30,000	\$40,000
Public Relations Coordinator	\$30,000	\$40,000
Bookkeeper	\$30,000	\$40,000
Marketing Administrative Assistant	\$25,000	\$35,000
Operations Assistant	\$25,000	\$35,000
Receptionist	\$25,000	\$35,000

FY 2007
EXHIBIT H

PALM BEACH COUNTY CULTURAL COUNCIL



Client#: 33902

PALMBEAC2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2006

PRODUCER Summit Global Partners of Florida, Inc. PO Box 811088 Boca Raton, FL 33481-1088		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Palm Beach County Cultural Council, Inc 1555 Palm Beach Lakes Blvd.; Suite 900 West Palm Beach, FL 33401		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Transportation Ins Co	20486
		INSURER B: Zenith Insurance Company	13269
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1077111586	10/01/06	10/01/07	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1077111586	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	1077111586	10/01/06	10/01/07	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Z832023813	10/01/06	10/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE - EA EMPLOYEE	\$100,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is additional insured as per written contract. Pending renewal payment of Premium.

CERTIFICATE HOLDER Palm Beach County 301 N. Olive West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Jany Morris</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.