



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 982,000	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
	\$ 982,000	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
<b>NET FISCAL IMPACT</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>- 0-</b>	<b>0---</b>	<b>0---</b>	<b>0---</b>	<b>0-----</b>

Is Item Included In Current Budget?      Yes X                      No.

Budget Account No.: Fund 1455    Dept 710    Unit 7014    Object 3401  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 The Cultural Council receives 22.51% of the 2<sup>nd</sup>, 3<sup>rd</sup> and 5<sup>th</sup> cent of the local option bed tax.

**C. Department Fiscal Review:**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*In addition to the Cultural Council contract amount of \$982,000, there is an additional \$4,315,547 in Direct County expenditures including revenues in the FY 2008 proposed budget.*

John Dool 9-21-07                      John P. Helton  
 OFMB *CN*                                      Contract Dev. ad Control

**B. Approved as to form and Legal Sufficiency:**

Maureen Cullen  
 Assistant County Attorney

*This Contract complies with our contract review requirements. Approval and fidelity bond is being updated by TDC.*

**C. Approved as to Terms and Conditions:**

\_\_\_\_\_  
 Department Director

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

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: \$982,000.00

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AGREEMENT WITH PALM BEACH COUNTY CULTURAL COUNCIL, INC.

This AGREEMENT is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007, 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 consultation 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 organizations 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 goals attached hereto and incorporated herein as Exhibit E. The CULTURAL COUNCIL agrees to make all good faith efforts to achieve and to provide written justification acceptable to the TDC as to why a performance measure is not achieved.

9. Audit Requirements

A. The CULTURAL COUNCIL shall have an audit of its finances conducted annually by a qualified independent auditor in accordance with generally accepted accounting principles. The report of such audit shall be available for inspection pursuant to Paragraphs 36 and 37 of this Agreement. The CULTURAL COUNCIL shall provide a copy of the audit report along with the accompanying management letter to each member of the TDC. The auditor and the Chairman of the CULTURAL COUNCIL's

Board of Directors shall present the audit to the TDC Audit Committee and the TDC.

B. The CULTURAL COUNCIL shall establish and continue in effect during the term of this Agreement an audit committee composed of members of its Board of Directors and such others as needed to properly review expenditures and accounting procedures and verification of assets. The Audit Committee will oversee the engagement of the auditing firm and review any audit findings. However, the same auditing firm may not conduct the annual audit for more than seven (7) consecutive years.

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:

South Florida Cultural Consortium. The CULTURAL COUNCIL shall serve as COUNTY's designated 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