

Agenda Item #:

3DD-1

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/22/2015 ☒ Consent ☐ Regular  
☐ Ordinance ☐ Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: CULTURAL COUNCIL OF PALM BEACH COUNTY INC.

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: The Seventh Amendment to the Agreement (R2012-1318) with the Cultural Council of Palm Beach County, Inc. (the "Cultural Council") for the provision of services under Palm Beach County's Tourist Development Plan during the period of October 1, 2015 through September 30, 2016 an amount not to exceed \$2,315,828 in contractual services and \$5,147,564 in indirect costs, grants and reserves for a total of \$7,463,392. This will be the fourth year of a five year agreement.

**Summary:** The Seventh Amendment to the Agreement updates for the Fiscal Year 2016 are Exhibit "A" – Annual Budget; Exhibit "E" – Performance Measures. The Seventh Amendment includes updates to Exhibit "G" – Salary Ranges to current market along with four new positions and Exhibit "H" – Organizational Chart to reflect the two new accounting and two new marketing positions. The Seventh Amendment to the Agreement includes revised changes to the contract for audit services and non-discrimination to comply with county policy and adds Exhibit "D" - Non-Discrimination to the contract. An attached annual report on diversity, as required in agency contract, is included. The Cultural Council will continue to administer Category B grants totaling \$3,650,000, and Category C II grants totaling \$480,000 for the County. In addition, indirect cost and reserves of \$1,017,564 are included for a budget totaling \$7,463,392. These contract changes have been reviewed and approved by the TDC Finance Committee and TDC Board. (TDC) Countywide (DW)

**Background and Justification:** Under the current Agreement, the Cultural Council develops and implements an Annual Tourism Marketing Plan to promote cultural activities and administer the Category "B" and C II TDC grants. All expenditures by the Cultural Council under the Contract must be made in accordance with an Operating Budget included as Exhibit "A" to the Contract, from funds appropriated annually by the County. The Seventh Amendment to the Agreement adopts a new Exhibit "A", as well as a new Exhibit "E" - Performance Measures, to apply during Fiscal Year 2015. Exhibit "G" – Salary Range to reflect current market and the four new positions of marketing coordinator, graphics designer, accountant and accounting clerk. Exhibit "H" – Organizational Chart has been updated to include the two new accounting positions and the two new marketing positions for FY 2016.

Continue on page 3

**Attachments:** The Seventh Amendment to the Agreement with Exhibits and attachments

Recommended by:  Department Director

Date 8/18/15

Approved By:  Deputy County Administrator

Date 9/10/15

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$2,315,828	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	----	----	----	-----
In-Kind Match (County)	-----	----	----	----	-----
	\$2,315,828	tbd	tbd	tbd	tbd
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0---	0---	0---	0-----

Is Item Included In Proposed 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 20.72% of the 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup> and 6<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:

 OFMB       Contract Dev. and Control  
8/26/15      9-3-15      9/13/15

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

 9/9/15  
Assistant County Attorney

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

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

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

To include Non-Discrimination and audit services language in the body of the contract to comply with county policy and adds Exhibit "D" Non-Discrimination to the contract:

**Non-Discrimination**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

It is the responsibility of the CONTRACTOR to maintain a written or non-written non-discrimination policy that conforms with the COUNTY'S policy as set forth in Resolution R-2014-1421, as amended, throughout the term of the Contract. This requirement is applicable to all contracts with an effective date of January 1, 2015 or later.

**Audit Services**

Changes the Agency's contract with an independent auditor shall be for an initial term of three (3) years with two (2) two-year renewal options at the discretion of the Agency. The Agency current independent auditor may compete in the bid process with the understanding that, if selected for a new contract, the current independent auditor will provide a new engagement partner for the contract. The Agency will rebid the contract for an independent audit service no less frequently than every 7 years.

SEVENTH AMENDMENT TO THE AGREEMENT

between

PALM BEACH COUNTY  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

and

CULTURAL COUNCIL OF PALM  
BEACH COUNTY, INC.

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.

### Table of Contents

	Page#
1. Guidelines, Policies and Procedures	4
2. Review of Grant Applicants	5
3. Annual Review of Guidelines, Policies and Procedures	5
4. Annual Marketing Plan	6
5. Marketing and Advertising	6
6. Preparation of Grant Application Form	6
7. Monitoring and Evaluation of Grantees	7
8. Performance Measures	7
9. Audit Requirements	7
A. Annual Audit	7
B. Audit Committee and Contract	8
10. Other Duties	8
A. South Florida Cultural Consortium	8
11. Qualification, Performance and Monitoring of Contracts	9
12. Surveys	11
13. Research	11
14. Personnel	11
A. Employee Pension Plan	12
15. Cooperation and Coordination of Activities	12
16. Other Policies	13
17. Compensation and Method of Payment	13
18. Performance and Obligation to Pay	15
19. Contract Administrator	15
20. Third Party Contracts	16
21. Purchasing Guidelines	16
A. Purchasing Between \$1,000 and \$5,000	16
B. Purchasing Between \$5,001 and \$10,000	16
C. Purchases Exceeding \$10,000	17
D. Professional and Consulting Services	17
E. Sole Source Purchases	17
F. Prohibition of Subdivision of Services	18
G. Purchasing under Government Price Agreements	18
22. Vendor List	18
23. Evaluation of Offers and Contracts	18
24. Certification of Conduct	19
25. Furniture and Equipment	19
26. Findings Proprietary	19
27. Intellectual Property	20

28.	Insurance	20
	A. Certification of Insurance	21
	B. Comprehensive General Liability Insurance	21
	C. Comprehensive Automobile Liability Insurance	21
	D. Worker's Compensation Insurance	22
	E. Fidelity Bond	22
	F. Directors and Officers	22
29.	Indemnification for Intentional or Negligent Acts or Omissions	22
30.	Additional Indemnification	23
31.	Non-Discrimination	23
	A. Non-Discrimination in Hiring Personnel	23
	B. Non-Discrimination Policy	23
	C. Report	23
	C. Non-Discrimination in Hiring Contractors	24
32.	Amendment of Ordinance No. 95-30	24
33.	Certificate of Authority and No Conflict	24
34.	Conflict of Interest	24
35.	Independent Contractor	24
36.	Preservation of Records	25
37.	Public Records	24
38.	Notification to Executive Director of TDC	25
39.	Prohibition of Assignment	25
40.	Authority to Practice	25
41.	Other Activities and Services	25
42.	Public Entity Crimes	25
43.	Term of Agreement	26
44.	Termination	26
45.	Notices	26
46.	Entirety of Agreement	27
47.	Small Business Enterprise	27
48.	Palm Beach County Office of the Inspector General Audit Requirements	27
49.	Palm Beach County Code of Ethics	28
50.	No Third Party Beneficiaries	29
	Signature Page	30
	Exhibit "A": TDC FY '16 Expense Budget	31
	Exhibit "B": Moving Expense Reimbursement Policy	32
	Exhibit "C": Employment of Student Interns Policy	33
	Exhibit "D": Non-Discrimination Policy	34
	Exhibit "E": Performance Measurements	35
	Exhibit "F": Travel Policy	36
	Exhibit "G": Salary Ranges	39
	Exhibit "H": Organizational Chart	40
	Exhibit "I": Conflict of Interest Policy	41
	Certificate of Insurance	44
	Cultural Council of Palm Beach County, Inc. Overhead Space Allocation	45

SEVENTH AMENDMENT TO THE AGREEMENT BETWEEN  
PALM BEACH COUNTY AND  
CULTURAL COUNCIL OF PALM BEACH COUNTY, INC. ON  
BEHALF OF THE TOURIST DEVELOPMENT COUNCIL

THIS SEVENTH AMENDMENT TO THE AGREEMENT dated September 11, 2012, is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CULTURAL COUNCIL OF PALM BEACH COUNTY, 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 First Amendment to the Agreement amended Exhibit "A" – Annual Budget, Exhibit "E" – Performance Measures, Exhibit "G" – Salary Ranges and Exhibit "H" – Organizational

Chart for Fiscal Year 2014; and

WHEREAS, the Second Amendment to the Agreement amended the Purchasing Guidelines to allow the Cultural Council to procure goods and services without requiring a competitive selection through purchases off contracts of other entities ("piggyback" purchases); and

WHEREAS, the Third Amendment to the Agreement amended Exhibit "A" – Annual Budget for the Fiscal Year 2014 to provide additional funding to be expended by Cultural Council in its efforts to promote, market and advertise Palm Beach County tourism under the Agreement; and

WHEREAS, the Fourth Amendment to the Agreement was amended to reflect additional funds resulting from the cancellation of two (2) Category B recipients' grants to further assist with marketing and advertising efforts for the Cultural Council; and

WHEREAS, the Fifth Amendment amended Exhibit "A" – Annual Budget, Exhibit "E" – Performance Measures, Exhibit "G" – Salary Ranges for the Fiscal Year 2015, and the non-discrimination language to conform to standard County provisions; and

WHEREAS, the Sixth Amendment amended Exhibit "A" of this Agreement in order to reflect additional funds to further assist with marketing and advertising efforts for CULTURAL COUNCIL; and

WHEREAS, the parties desire to amend the audit language, non-discrimination language, add Exhibit D – Non-Discrimination Policy, amend Exhibit A – FY '16 Budget, Exhibit E – Performance Measures, Exhibit G – Salary Ranges and Exhibit H – Organizational Chart.

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 to 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 to provide to the TDC for its 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 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 upon approval of the parties. 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, as set forth in the Palm Beach County Code. The CULTURAL COUNCIL shall present such Annual Marketing Plan to the TDC through its Executive Director for review, modification and approval, 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, 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 (or forms) to be used by organizations and/or individuals applying for Category "B" funding as provided for herein. The application(s) 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 Grant Agreements 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 (or applications) 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/her 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 and to provide written justification acceptable to TDC in the event 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 CULTURAL COUNCIL auditor and the Chair of the Board or his/her

Board designee shall present the audit report including the management letter to the TDC's Finance Committee. Upon review by the Finance Committee and the County's Internal Auditor, the Audit shall be presented to the TDC. In the event the Finance Committee determines that any matters relating to its review of the Audit require consideration by the TDC, the CULTURAL COUNCIL auditor and the Chair of the Board or his/her designee shall be required to attend the TDC meeting at which the Audit will be considered.

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. The CULTURAL COUNCIL's contract with an independent auditor shall be for an initial term of three (3) years with two (2) two-year renewal options at the discretion of the Agency. The CULTURAL COUNCIL's current independent auditor may compete in the bid process with the understanding that, if selected for a new contract, the current independent auditor will provide a new engagement partner for the contract. The CULTURAL COUNCIL will rebid the contract for an independent audit service no less frequently than every 7 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 and other services required hereunder.

A. South Florida Cultural Consortium. The CULTURAL COUNCIL is hereby designated as the COUNTY's member representative on the South Florida Cultural Consortium (hereinafter "Consortium") to fulfill the duties and functions set forth for members in the

Interlocal Agreement Among Broward, Martin, Palm Beach and Miami-Dade Counties (R2011-0834), hereinafter referred to as the Interlocal Agreement.

Notwithstanding such designation, neither the CULTURAL COUNCIL nor its designee, employee, representative or agent shall exercise any authority on behalf of the COUNTY that would obligate the COUNTY to any financial or monetary contribution or commitment to the Consortium. The CULTURAL COUNCIL shall also provide any amount, including but not limited to cash or in-kind matching requirements, that is the responsibility of each party or its designated cultural council as set forth in Section 9, Annual Financial Commitments, of the Interlocal Agreement. Further, the CULTURAL COUNCIL agrees to be responsible for any costs or liabilities that result from CULTURAL COUNCIL's actions as members of the Consortium.

The CULTURAL COUNCIL shall not have the authority to withdraw, terminate, amend or modify the Interlocal Agreement.

The CULTURAL COUNCIL shall keep County Administration informed of all Consortium activities and business including but not limited to (1) advance notice of the meetings of the Consortium including the agenda of items to be discussed, (2) reports of the Consortium's actions after its meetings and (3) budget requests.

The CULTURAL COUNCIL shall take no action, including voting, on behalf of or in the name of the Board of County Commissioners or County Administration, as provided for in Section 6, Powers of the Consortium, without prior approval of County Administration.

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 consulting 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 be notified of all meetings of the Board of Directors, and the executive committee as well as 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. The TDC's Executive Director shall be provided notice of meetings and an opportunity to be heard at said meetings, as well as minutes of the meetings. Notice of the meetings shall be provided to the TDC's Executive Director no later than five (5) days before said meeting is to occur.

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 TDC 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" (Budget), 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 and shall remain in full force and effect until the County's budget process at which time the salary ranges and organizational chart shall be established as part of the CULTURAL COUNCIL's policies and procedure after approval by the TDC and the County Administrator or his/her designee. Any changes to the salary ranges and/or organization chart during the year shall be made only upon approval of the TDC and the County Administrator or his/her designee. 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 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. EMPLOYEE PENSION PLAN. The CULTURAL COUNCIL may offer to its employees a qualified defined contribution pension plan. Contributions to such plan shall not exceed seven percent (7%) 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/her designee shall participate in the interview process for CULTURAL COUNCIL 's selection of a President/CEO as a voting member of any committee appointed to make recommendations for this position to its Board of Directors. The Executive Director of the TDC may, at his/her 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 performance of its duties, adhere to and act in conformity with the policies set forth in the following attachments:

Exhibit "A"	Cultural FY16 Budget
Exhibit "B"	Moving Expense Reimbursement Policy for Employees Hired in Selected Positions
Exhibit "C"	Employment of Student Interns Policy
Exhibit "D"	Non-Discrimination Policy
Exhibit "E"	Performance Measurements
Exhibit "F"	Travel Policy
Exhibit "G"	Salary Ranges
Exhibit "H"	Organizational Chart
Exhibit "I"	Conflict of Interest Policy

The provision of this Agreement, including the policies set forth in Exhibits "A", "B", "C", "D", "E", "F", "G", "H", and "I" shall control over any other guideline, policy or procedure which may conflict with the provisions contained herein; provided, however, that the provisions of Paragraph 14 herein shall govern with respect to Exhibits "G" and "H".

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'S 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 including invoice for building overhead not to exceed 5% of contract budget

billed in even intervals on a monthly basis 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 payment for authorized expenditures including invoice for building overhead not to exceed 5% of contract budget billed in even intervals on a monthly basis 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/her designee, and a determination by the Executive Director of the TDC or his/her 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 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 paid to the CULTURAL COUNCIL only upon the approval of the Executive Director of the TDC or his/her designee and within the limitations imposed by law upon COUNTY. Moreover, COUNTY shall not pay the CULTURAL COUNCIL on any invoice of the CULTURAL COUNCIL unless and until the Clerk and Comptroller's Office pre-audits payment invoices in accordance with law, and subject to the conditions, if any, attached to said

approval.

The CULTURAL COUNCIL shall be paid 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'S Annual Budget, included 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. 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 payment by COUNTY. 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 goods and /or services necessary hereunder, except as expressly provided in paragraphs 20 and 21 of this Agreement in which case 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 herein. All contracts entered into by the CULTURAL COUNCIL shall be in writing and shall state that 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 set forth in this paragraph 21, in paragraphs 22 and 23 of this Agreement and the SBE Policy set forth in paragraph 47.

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

B. Purchases Between \$5,001.00 and \$10,000.00. The CULTURAL COUNCIL shall request written quotes 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 quotes for each item or group of items needed, if appropriate. In such cases requests for quotes will be secured from all prospective bidders. 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 or group of items needed and provide documentation or justification of lack thereof. Advertising for written requests for proposals will be published no less than one time in a newspaper of 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 written approval of the Executive Director of the TDC.

D. Professional and Consulting Services. Contracts for professional or consulting services shall be subject to the provisions of paragraphs 20, 21, 22, 23 and 47 of this Agreement 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, identification of ownership of project, and other standard contract language. Contracts for auditing and legal services shall be rebid no less than every five (5) years, with the initial contract being for three (3) years and with options for two (2) one (1) year renewals. All contracts under this subsection D in excess of \$30,000 shall require the prior approval of the Request for Proposals from the Executive Director of the TDC. The Executive Director of the TDC must approve the form and content of such agreement prior to execution by the vendor and the CULTURAL COUNCIL.

E. Sole Source Purchases. The Executive Director of the TDC may authorize the purchase of goods and/or services including but not limited to, advertising, printing, or

delivery without request for quotes or proposals when the CULTURAL COUNCIL has established in writing that such goods and/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 and/or service.

F. Prohibition of Subdivision of Services. No contract or purchase shall be subdivided to avoid purchasing guidelines and requirements provided for in this Agreement.

G. Purchasing under Government Price Agreements. The CULTURAL COUNCIL may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided such governmental entity, agency or bureau utilized a competitive process and, providing that CULTURAL COUNCIL accepts the same terms and conditions specified within the originating contract; and providing that the contractor extends the same terms and conditions of the contract to CULTURAL COUNCIL. Contracts and purchases made under such agreements will be deemed as lowest bidder.

22. Vendor List. The CULTURAL COUNCIL shall maintain a "vendor list" of those providers of goods and/or services that 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, or previous suppliers.

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 for 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 unless otherwise required by

law. 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.

The CULTURAL COUNCIL is authorized and directed to include the County's name, logo and the names of the current members of the County's Board of Commissioners in any publication of the Cultural Council for distribution such as newsletters, annual reports and the like as feasible and appropriate.

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 to the extent allowed by the insurer, 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, employee fidelity 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.

E. Fidelity Bond. The CULTURAL COUNCIL shall maintain during the term of this Agreement, and any renewal thereof, a Third Party Commercial Fidelity Bond in the amount of \$1,000,000 written on a blanket basis covering all officers, employees and agents who have custody of or access to any revenues, monies, or finances. Such bonds shall include or be endorsed to cover "third party" liability and name Palm Beach County as an additional insured.

F. Directors and Officers. The CULTURAL COUNCIL will maintain during the terms of this Agreement, and any renewal thereof, Directors and Officers insurance in an amount of \$1,000,000.

29. Indemnification For Intentional or Negligent Acts or Omissions. The CULTURAL COUNCIL shall indemnify, save and hold harmless the Palm Beach County TDC, 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 intentional or 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 TDC, 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 are alleged to be liable.

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

A. CULTURAL COUNCIL will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, marital status, familial status, ancestry, national origin, sex, sexual orientation, age, handicap, disability, gender identity and expression or genetic information with respect to, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Prior to execution of a contract with the COUNTY, CULTURAL COUNCIL shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth in Resolution R-2014-1421, as may be amended. In the event that the CULTURAL COUNCIL does NOT have a written non-discrimination policy, the Agency shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

C. CULTURAL COUNCIL will provide to TDC an annual report which will then be submitted to the BCC at its request on the ethnic/racial composition of the CULTURAL COUNCIL'S staff. Such report shall be based on a survey in which each employee's participation is voluntary, and shall include the categories of white, black, Asian,

Hispanic, Native American and "other".

D. CULTURAL COUNCIL 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, (Palm Beach County Code 17-111 through 17-116) 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, responsibilities, or obligations in the performance of services required under this Agreement. Further the CULTURAL COUNCIL shall comply with and enforce its Conflict of Interest Policy, attached hereto and made a part hereof as Exhibit I. The CULTURAL COUNCIL shall provide semi-annual reports to the TDC, through its Executive Director, relating to the enforcement of the Policy established in Exhibit I in a form and as detailed as required by the TDC.

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 right to 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. Proof of such licenses and approvals shall be submitted to COUNTY upon request. Furthermore the CULTURAL COUNCIL shall at all times conduct its business activities in a responsible manner and in compliance with any and all applicable laws, ordinances, statutes and regulations.

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 to 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 services 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 COUNCIL, 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 be in effect until September 30, 2017. 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:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

with a copy to:

County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

and a copy to:

Executive Director  
Tourist Development Council  
1555 Palm Beach Lakes Boulevard, Suite 900  
West Palm Beach, FL 33401

As to the CULTURAL COUNCIL:

President  
Cultural Council of Palm Beach County, Inc.  
601 Lake Avenue  
Lake Worth, FL 33460

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

46. Entirety of Agreement. This Agreement shall constitute the whole Agreement between the 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.

47. Small Business Enterprise. The CULTURAL COUNCIL shall comply with the provisions of the Palm Beach County Small Business Ordinance as codified in Sections 2-80.21 through 2-81.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the Small Business Enterprise (SBE) program, and shall utilize such provisions when seeking bids or proposals for vendors/contractors under this Agreement.

48. Palm Beach County Office of the Inspector General Audit Requirements. Pursuant to Palm Beach County Code, Section 2-241 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed county contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding with any investigation shall be in violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

49. Palm Beach County Code of Ethics. The BCC appointees to the CULTURAL COUNCIL shall comply with the provisions of the Palm Beach County Code of Ethics, Sections 2-441 through



2-448 (as amended from time to time) of the County Code.

A ticket, pass or admission in connection with public events, appearances or ceremonies related to official county or municipal business, if furnished by a nonprofit sponsor organization of such public event, or if furnished pursuant to a contract between the event sponsor and the county or municipality as applicable provided the sponsor organization does not employ a lobbyist, and further provided the ticket, pass or admission is given by a representative of the sponsor organization who is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the ticket, pass or admission must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).

Expenditures made in connection with an event sponsored by a nonprofit organization funded in whole or in part with public funds whose primary function is to encourage and attract tourism or other business opportunities for the benefit of Palm Beach County or the municipalities as applicable, provided the sponsor organization does not employ a lobbyist, and further provided that the invitation to the event is made by a representative of the sponsor organization and the representative is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the expenditure must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).

50. No Third Party Beneficiaries. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CULTURAL COUNCIL.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:  
SHARON R. BOCK,  
CLERK AND COMPTROLLER

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

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

By: \_\_\_\_\_  
Shelley Vana, Mayor

(SEAL)

ATTEST:

CULTURAL COUNCIL OF PALM BEACH  
COUNTY, INC

By: \_\_\_\_\_  
Rena Blades, President and CEO  
The Cultural Council of Palm Beach  
County, Inc.

By: \_\_\_\_\_  
Bert Korman, Chairman

(SEAL)

APPROVED AS TO TERMS AND  
CONDITIONS:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glenn Jergensen, Executive Director  
Tourist Development Council

By: \_\_\_\_\_  
Dawn S. Wynn  
Senior Assistant County Attorney

**PALM BEACH COUNTY**  
Tourist Development Council  
**Cultural Council FY2016 Exhibit A**

Department	Actual FY2013	Actual FY 2014	Adopted Budget FY 2015	Modified Budget FY 2015	Forecast FY 2015	Proposed Budget FY 2016
<b><u>Salaries &amp; Related</u></b>						
Salary and Wages	460,444	504,561	576,795	576,795	576,795	732,234
PR Taxes & Benefits	102,243	109,936	160,100	160,100	160,100	195,214
Contract Staff	0					
<b>Total Staffing*</b>	<b>562,687</b>	<b>614,497</b>	<b>736,895</b>	<b>736,895</b>	<b>736,895</b>	<b>927,448</b>
<b><u>Marketing and Related</u></b>						
Advertising	261,403	153,203	425,000	1,105,000	1,105,000	850,000
Agency Services/Web Design	28,497	59,586	65,268	65,268	65,268	22,000
Events, Meetings & Conferences/Innovation	8,623	6,595	15,000	15,000	15,000	108,500
Freight & Delivery	17,134	20,907	31,000	31,000	31,000	31,000
Postage	8,028	5,590	3,000	3,000	3,000	7,000
Printing	77,949	67,584	67,000	67,000	67,000	70,000
Surveys & Studies	2,938	10,597	28,000	28,000	28,000	36,500
Travel	14,232	10,655	15,000	15,000	15,000	15,000
Video/Radio & Other	9,600	12,910	25,000	25,000	25,000	-
Public Relations						58,400
<b>Total Marketing &amp; Related*</b>	<b>428,404</b>	<b>347,628</b>	<b>674,268</b>	<b>1,354,268</b>	<b>1,354,268</b>	<b>1,198,400</b>
<b><u>General &amp; Administrative</u></b>						
Equipment Rental	5,826	2,361	6,000	6,000	6,000	6,000
Membership & Subscriptions	28,190	30,954	36,000	36,000	36,000	37,000
Outside Professional Services	37,873	43,702	28,068	28,068	28,068	30,000
Repairs & Maintenance	2,698	3,288	2,750	2,750	2,750	4,000
Supplies	11,155	15,719	15,000	15,000	15,000	16,000
Equipment	6,958	3,394	10,000	10,000	10,000	10,000
IT Service	8,214	9,184	13,000	13,000	13,000	13,000
Telephone/Internet	16,000	15,405	15,000	15,000	15,000	15,000
Insurance	7,083	9,844	7,250	7,250	7,250	10,000
Other Office Expense	2,134	2,430	6,750	6,750	6,750	6,750
Building Overhead	41,000	42,230	42,230	42,230	42,230	42,230
<b>Total General &amp; Administrative*</b>	<b>167,131</b>	<b>178,511</b>	<b>182,048</b>	<b>182,048</b>	<b>182,048</b>	<b>189,980</b>
<b>Total TDC Contract Expense</b>	<b>1,158,222</b>	<b>1,140,636</b>	<b>1,593,210</b>	<b>2,273,211</b>	<b>2,273,211</b>	<b>2,315,828</b>
<b>Marketing Stimulus/Investment Plan</b>						
Other Contract Services	-	-	325,000	325,000	325,000	-
<b>Total Marketing Stimulus/Investment Plan</b>	<b>-</b>	<b>-</b>	<b>325,000</b>	<b>325,000</b>	<b>325,000</b>	<b>-</b>
<b><u>County Direct</u></b>						
Category B Grants	2,423,000	2,679,754	3,018,000	3,018,000	3,018,000	3,650,000
Category C II Grants	322,000	385,000	397,500	397,500	397,500	480,000
TDC Chargeoff	111,524	132,555	177,559	177,559	163,891	160,256
Inspector General Fee	6,393	4,579	6,394	6,394	6,394	6,393
Tax Collector Fees	60,467	67,190	68,104	68,104	82,986	94,673
<b>Total County Direct</b>	<b>2,923,384</b>	<b>3,269,078</b>	<b>3,667,557</b>	<b>3,667,557</b>	<b>3,668,771</b>	<b>4,391,322</b>
<b>Total Expenses Cultural Council</b>	<b>4,081,607</b>	<b>4,409,714</b>	<b>5,585,767</b>	<b>6,265,768</b>	<b>6,266,982</b>	<b>6,707,150</b>
<b><u>Reserves</u></b>	<b>1,712,868</b>	<b>2,135,734</b>	<b>494,919</b>	<b>183,204</b>	<b>1,434,983</b>	<b>756,242</b>
<b>Total Cultural Council</b>	<b>5,794,475</b>	<b>6,545,448</b>	<b>6,080,685</b>	<b>6,448,972</b>	<b>7,701,965</b>	<b>7,463,392</b>

\* Contract Line Items

## **EXHIBIT "B"**

### **MOVING EXPENSES REIMBURSEMENT POLICY FOR EMPLOYEES HIRED IN SELECTED POSITIONS**

The Council may be reimbursed by Palm Beach County, solely from tourist tax funds, for moving expenses for employees hired for executive, administrative and professional positions.

Employees hired for management positions, as outlined in Exhibits G & H of the contract, may be reimbursed up to 75% of their moving expenses but not to exceed \$5,000 unless provided otherwise in a written agreement. Such written agreement may provide for reimbursement of actual and reasonable moving expenses in an amount not to exceed \$10,000, after obtaining written estimates as provided in this Policy and approval by the County Administrator or his/her designee.

Eligible employees shall submit three (3) written estimates and a paid invoice to The Council, who shall then submit the payment request to the Executive Director of the Tourist Development Council for certification of compliance with this Policy. Acceptance of less than three estimates will be permitting only on a showing that three qualified vendors were not available.

Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with the Council within one year from the date of employment, must reimburse the Council the full amount of the moving expenses originally paid. The Council will, in turn, reimburse Palm Beach County.

## **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.

## NON-DISCRIMINATION POLICY

### Exhibit D

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Cultural Council is required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event Cultural Council does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, Cultural Council shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Cultural Council hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Cultural Council hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- ☐ Cultural Council hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

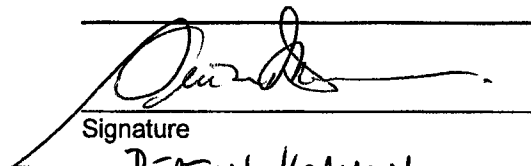
OR

- ☒ Cultural Council hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Cultural Council hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

#### NOTE:

Cultural Council shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

#### CULTURAL COUNCIL:

  
\_\_\_\_\_  
Signature  
BERTON KORMAN  
\_\_\_\_\_  
Name (type or print)  
CHAIRMAN  
\_\_\_\_\_  
Title

**CULTURAL COUNCIL  
OF  
PALM BEACH COUNTY**

**EMPLOYEE HANDBOOK**

**EFFECTIVE MAY 2015**

---

#### **2.1.2.1 Full-Time Regular**

Employees scheduled to work a minimum of 30 hours per week for an indefinite period are considered Full-Time Regular and are eligible for all benefits offered by the Cultural Council.

#### **2.1.2.2 Part-Time Regular**

Employees scheduled to work fewer than 30 hours per week for an indefinite period of time are considered Part-Time Regular and are not eligible for most benefits except for those mandated by law and some supplemental benefits that can be purchased by the employee.

#### **2.1.2.3 Temporary**

Employees hired to work for a specified period of time are considered Temporary and are not eligible for benefits except for those mandated by law.

#### **2.1.2.4 Exempt and Non-Exempt Employees**

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent change to your classifications.

#### **2.1.2.5 Non-Exempt Employees**

Those employees covered by the FLSA act, who are paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in the workweek.

#### **2.1.2.6 Exempt Employees**

Those employees not covered by FLSA act. Employees classified as exempt do not receive overtime pay.

#### **2.1.3 Equal Employment Opportunity**

The Cultural Council maintains a policy of nondiscrimination with all employees and applicants for employment. Employment decisions, including decisions regarding recruitment, hiring and promotions, will be based on factors consistent with the principle of equal employment opportunity such as merit, competence and qualifications and will not be influenced in any manner by race, color, religion, sex, age, national origin, physical or mental disabilities, marital status, veteran status, sexual orientation, gender identity, or any other characteristics protected by applicable federal, state or local laws. Likewise, the administration of all other personnel

---



matters such as compensation, benefits, reduction-in-force, training, education and recreation programs will be without regard to such characteristics.

#### **2.1.3.1 Americans with Disabilities Act (ADA)**

The Cultural Council complies with all applicable federal, state and other laws concerning the employment of persons with disabilities. The Cultural Council does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The Cultural Council will not tolerate harassment on the basis of disability. Any concerns regarding discrimination or harassment on the basis of disability should be reported to your supervisor or to the CEO and are protected under the Cultural Council's policies forbidding retaliation.

#### **2.1.3.2 Probationary Period**

The Cultural Council hires only U.S. citizens and lawfully authorized alien workers. As required by federal law, new hires must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three days of employment and employees with work visas that have an expiration date must provide continued proof of a valid visa or work authorization or face termination.

The probationary period for new employees is 90 days from the date of hire. During this time, the employee has the opportunity to evaluate the new work environment and the Cultural Council has the opportunity to evaluate the new hire as an employee. This probationary period does not represent a guarantee of continued employment. Termination can take place at any time during or after the probationary period, with or without cause.

During the probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also become eligible for the Cultural Council benefits subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for details on eligibility requirements.

#### **2.1.4 Compensation**

##### **2.1.4.1 Payroll**

Paydays are on the 15<sup>th</sup> day and the last working day of each month for the semi-monthly period just ended. If the 15<sup>th</sup> day falls on a weekend, the payday will be the Friday before the 15<sup>th</sup>. Upon hire, employees are asked to promptly provide information for direct deposit of their paychecks.

The Cultural Council will deduct Federal Withholding Taxes, FICA, Medicare, garnishments and any additional approved deductions requested by the employees in an e-mail to the CFO.

---

Exhibit E

Cultural Council of Palm Beach County, Inc.

Palm Beach County, FL

Exhibit E

**FY 2016 OBJECTIVES**

- 1 The Cultural Council will continue to expand its destination marketing efforts through grants to eligible non-profit cultural organizations.
- 2 The Cultural Council will increase cultural tourism to Palm Beach County through a fully integrated marketing campaign that includes advertising, public relations, promotion, social media and event marketing.
- 3 The Cultural Council will target all marketing activities to New York and Boston from September through April and Florida cultural hubs (drive market) from June through August.
- 4 The Cultural Council will expand its co-op advertising opportunities for member organizations and grantees and offer high perceived value bundling (e.g. print ad with digital component and event participation).
- 5 The Cultural Council will continue to roll out the Cultural Concierge activation plan, which includes refining the foundational message and brand assets, implementing a marketing strategy to promote the service and otherwise solidify the value proposition.
- 6 The Cultural Council will create two events in the NE markets to further attract cultural tourists to The Palm Beaches.
- 7 The Cultural Council will expand the tourism content in art&culture magazine and cross-market this content online.
- 8 The Cultural Council will promote the Robert M. Montgomery, Jr. building as a cultural hub, where visitors to the county (as well as locals) can get information and advice from the Cultural Concierge and through our kiosk of brochures and other publications.
- 9 The Cultural Council will fully utilize social media – Facebook, Twitter, Instagram, Google+ – to connect with cultural tourists.
- 10 The Cultural Council will provide both technical and professional development for the cultural industry in order to build capacity and sustainability within the industry.

**PERFORMANCE MEASUREMENTS**

	Actual	Estimated	Projected	Category	Obj.
Cultural Council	FY 2014	FY 2015	FY 2016		
<b>Performance Measure Description</b>					
Advertising and social media leads:	7,647	3,400	3,500	Output	2,3,5,6,9
Website visits:	163,983	260,000	300,000	Outcome	2,3,7,9
Visitors to the Cultural Council:	7,653	7,500	7,700	Outcome	8,9
Size of out-of-county audience:	1,133,552	1,225,000	1,286,250	Demand	1,2,3,4,5,6,7,10
Estimated number of cultural room nights:	489,236	480,000	505,000	Demand	1,2,3,4,5,6,7,10
Direct room nights from cultural activity:	13,489	14,500	15,000	Demand	1,2,3,4,5,6,7,10
Number of cultural audiences	3,397,473	3,404,268	3,411,076	Demand	1,2,3,4,5,6,7,10
Number of reimbursements for Grantee advertising	92	77	N/A	Outcome	2,10

## 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 Cultural Council of Palm Beach County 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 under this Agreement. Out of state staff travel expenditures which are to be reimbursed by Palm Beach County must have prior approval by the CULTURAL COUNCIL'S CEO/ President. The CULTURAL COUNCIL'S Board Chair will give prior approval for the CEO/President's out of state travel expenditures which are to be reimbursed by Palm Beach County. 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 Business Travel Network 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 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 counties 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 inter-continental flights, full fare coach tickets may be upgraded 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. Tips over \$10.00 given for portage of large and/or numerous boxes of material or displays require explanations and receipts. 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 those incurred while meeting with travel writers, tour brokers or other persons connected the tourism industry. Such expenses are 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.

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**

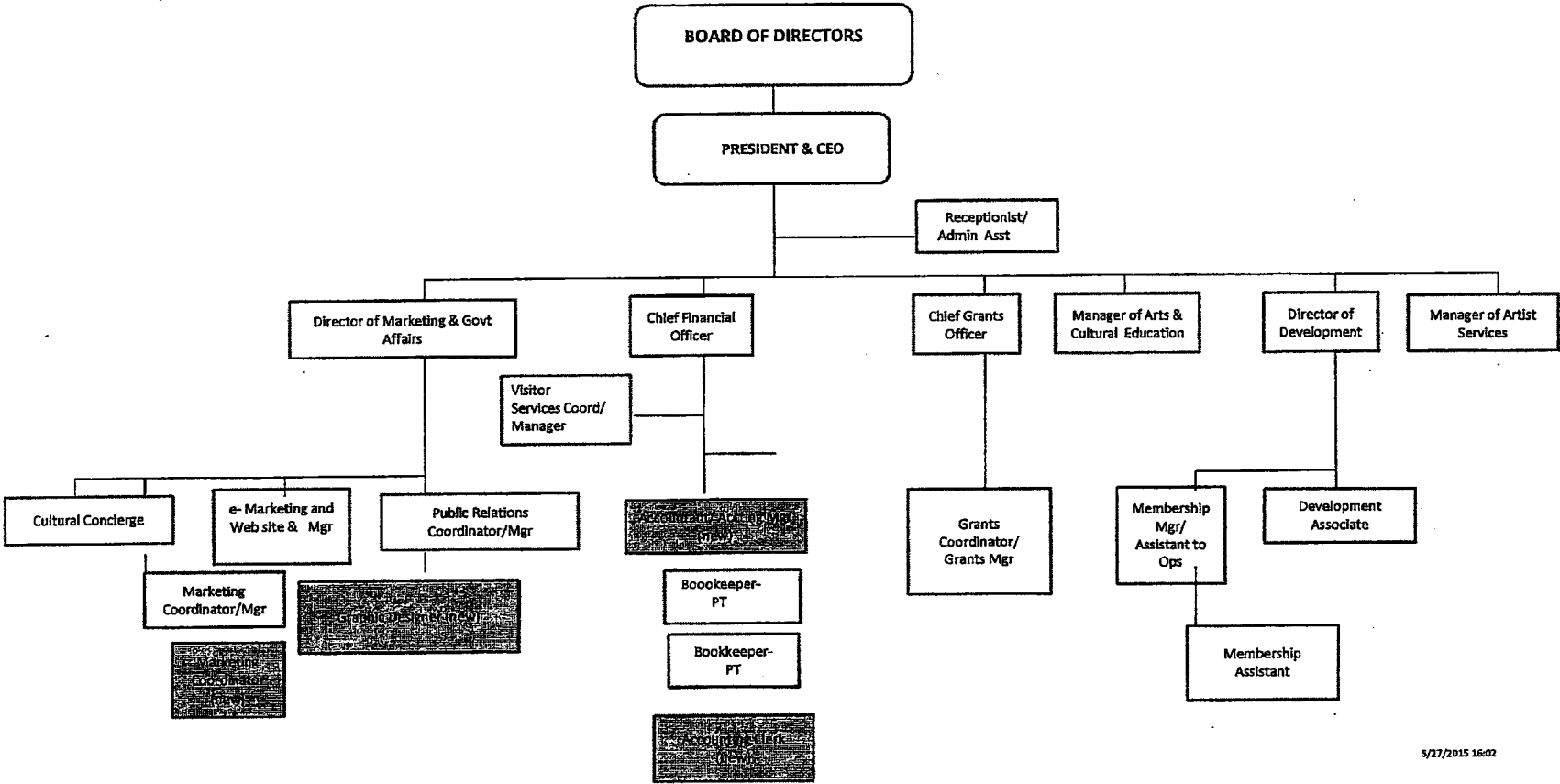
Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard PBCCC Expense Report Form, as updated from time to time. Requests for reimbursement for mileage shall be done using a mileage expense report form as a backup to the standard expense report. Each expense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

**EXHIBIT "G"**  
**CULTURAL COUNCIL OF PALM BEACH COUNTY**  
**TOURIST DEVELOPMENT COUNCIL - ANNUAL SALARY RANGES**

	<u>Low</u>	<u>High</u>
Director Marketing & Govt. Affairs	\$75,000	\$132,000
Chief Financial Officer	\$75,000	\$132,000
Chief Grants Officer	\$75,000	\$132,000
E-Marketing and Web Site Manager	\$35,000	\$60,000
Accounting Manager	\$35,000	\$60,000
Marketing Manager	\$35,000	\$60,000
Cultural Concierge	\$35,000	\$60,000
Grants Manager	\$ 35,000	\$60,000
Public Relations Manager	\$ 35,000	\$60,000
Grants Coordinator	\$32,000	\$55,000
<b>Marketing Coordinator</b>	<b>\$32,000</b>	<b>\$55,000</b>
<b>Graphic Designer</b>	<b>\$32,000</b>	<b>\$55,000</b>
Public Relations Coordinator	\$32,000	\$55,000
Visitors Services Coordinator	\$32,000	\$55,000
<b>Accountant</b>	<b>\$32,000</b>	<b>\$55,000</b>
Bookkeeper	\$30,000	\$47,500
Assistant to Operations	\$30,000	\$47,500
Administrative Assistant	\$ 30,000	\$ 47,500
<b>AccountingClerk</b>	<b>\$30,000</b>	<b>\$47,500</b>

CULTURAL COUNCIL OF PALM BEACH COUNTY  
Organizational Chart

Revised May 2015



## **EXHIBIT I**

### **CONFLICT OF INTEREST POLICY**

Cultural Council of Palm Beach County (hereinafter referred to as "The Council") its Board of Directors ("Board"), members of the staff ("Staff") and volunteers must value and support high standards of ethical and accountable behavior. They each must be active, independent and free of self-dealing and act in a manner that inspires respect for The Council and enhances its prestige.

The purpose of this conflict-of-interest policy is to prevent the institutional or personal interests of The Council board members, officers, and staff from interfering with the performance of their duties to The Council, and to ensure that there is no personal, professional, or political gain at the expense of The Council. This policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest and the recusal of any interested party in a decision relating thereto.

A conflict of interest may exist when the interests or potential interests of any director, officer, or staff member, or that person's close relative, or any individual, group, or organization to which the person associated with The Council has allegiance, may be seen as competing with the interests of The Council, or may impair such person's independence or loyalty to The Council. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, officer, or staff member in a manner that is adverse to the interests of The Council.

#### **Examples**

A conflict of interest may exist if a director, officer, staff member, or close relative

- Has a business or financial interest in any third party dealing with The Council. This does not include ownership interest of less than 5 percent of outstanding securities of public corporations.
- Holds office, serves on a board, participates in management, or is employed by any third party dealing with The Council, other than direct funders to The Council.
- Derives remuneration or other financial gain from a transaction involving The Council (other than salary reported on a W-2 or W-9 or salary and benefits expressly authorized by the board).
- Receives gifts from any third party on the basis of his or her position with The Council (other than occasional gifts valued at no more than \$[50], or if valued at more than \$[50], the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that The Council policy does not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that will materially encroach on such person's obligations to The Council; compete with The Council's activities; involve any use of The Council's equipment, supplies, or facilities; or imply The Council's sponsorship or support of the outside employment or activity



**Use of Information**

Directors, officers, and staff shall not use information received from participation in The Council affairs, whether expressly denominated as confidential or not, for personal gain or to the detriment of The Council.

**Disclosure and Recusal**

Whenever any director has a conflict of interest or a perceived conflict of interest with The Council, he or she shall notify the board chair of such conflict in writing.

Whenever any staff member (paid or volunteer) has a conflict of interest or a perceived conflict of interest with The Council, he or she shall notify the chief executive of such conflict in writing.

When any conflict of interest is relevant to a matter that comes under consideration or requires action by the board, or a board committee, the interested person shall call it to the attention of the board chair and shall not be present during board or committee discussion or decision on the matter. However, that person shall provide the board or applicable committee with any and all relevant information on the particular matter.

The minutes of the meeting of the board or its committee shall reflect that the conflict of interest was disclosed, that the interested person was not present during discussion or decision on the matter, and did not vote.

**Dissemination**

A copy of this conflict-of-interest policy shall be furnished to each director, officer, and staff member who is presently serving this organization or who may become associated with it.

**Certification**

The policy and its application shall be reviewed annually for the information and guidance of directors, officers, and staff members, each of whom has a continuing responsibility to scrutinize their transactions and outside business interests and relationships for potential conflicts of interest, and make such disclosures as described in this policy.

As administered by the chief executive, each director will be asked to complete a certification of agreement with the policy and disclosure of any known conflicts of interest upon his or her election or re-election to the board and annually thereafter. As administered by the employee in charge of human resources, each senior staff member will be asked to complete such a certification upon his or her employment and on an annual basis thereafter. All certifications shall be reviewed by the board as appropriate.

**CONFLICT CERTIFICATION FOR THE COUNCIL  
Board and Senior Staff**

I have read and agree to abide by The Council's Conflict-of-Interest Policy. To the best of my knowledge, I have no conflicts as described in this Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

— OR —

I have read and agree to abide by The Council's Conflict-of-Interest Policy. To the best of my knowledge, I have no conflicts as described in this Policy, except those noted below or on the attached paper.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)



## CERTIFICATE OF LIABILITY INSURANCE

CULTCOU

OP ID: CR

DATE (MM/DD/YYYY)  
09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217 Bruce Gendelman	CONTACT NAME: Carolyn Rabbitt PHONE (A/C No. Ext): 262-478-1000 FAX (A/C No.): 262-478-1001 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co 18058 INSURER B: Transportation Ins. Co. 20494 INSURER C: Commerce & Industry Ins. Co. 19410 INSURER D: INSURER E: INSURER F:
INSURED Cultural Council of Palm Beach County Inc. 601 Lake Ave Lake Worth, FL 33460	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LIR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	PHPK1216415	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1216415	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		051730888	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC434848557	10/01/2014	10/01/2015	PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Directors & Officers Liability Limit - \$1,000,000 / \$2,500 Deductible  
EPLI Limit - \$1,000,000 / \$2,500 Deductible  
Fiduciary Limit - \$1,000,000 / No Deductible  
Crime Limit \$1,000,000 / \$10,000 Deductible  
Palm Beach County is additional insured with respects to General Liability

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County c/o Tourist Development Council 1555 Palm Beach Lakes Blvd Suite 900 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Bruce Gendelman</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Cultural Council of Palm Beach County  
Overhead Allocation to County  
FYE 2016

	FTE %	total sq footage	County Square footage	
<u>Staff space</u>				
1 Exec. Director	0%	180	0	
2 Director of Marketing & Govt. Affairs	90%	130	117	
3 Chief Grants Officer	90%	150	135	
4 Grants Coordinator	100%	130	130	
5 Website & Marketing Manager	100%	130	130	
6 Operations Assistant	25%	70	17.5	
7 Marketing Coordinator/Mgr	95%	70	66.5	
8 Public Relations Coordinator/Mgr	100%	70	70	
9 Bookkeeper I	75%	127	95.25	
10 Bookkeeper II	50%	65	32.5	
11 CFO	75%	128	96	
12 Accountant	75%	70	52.5	
13 Accounting Clerk	75%	70	52.5	
14 Visitor Services Coord	100%	70	70	
15 Receptionist/Administrative Assistant	50%	110	55	
16 Develop Director	0%	70	0	
17 Artist services	0%	70	0	
18 Cultural Concierge	100%	70	70	
19 Arts in Education	0%	65	0	
20 Graphic Design	100%	70	70	
21 Marketing Coordinator	100%	70	70	
22 Develop asst	0%	49	0	
Designated square footage		2,034	1,329.75	65.38% allocated %
Common areas		2,797	1,828.57	65.38% apply %
Total square footage 2nd floor & mezzanine		4,831	3,158.32	65.38%
Storage 3rd floor		842	421.00	50.00% estimate- archived grants and contract reimb files
First floor space		6,848	3,424.00	50.00% estimate-Lobby, info center, training room for grantees and other agency/county related functions
Total square footage		12,521	7,003.32	55.93%
Estimated CAM			\$ 79,200.00	
County %			X 65.93%	
Budget Potential			\$ 44,299	
Monthly Invoice to County Potential			\$ 3,692	
Budget as per Exhibit A line item			\$ 42,230	

Organization Name:  
Cultural Council

TOTAL STAFF MAY 2015				TOTAL STAFF AUGUST 2014			TOTAL STAFF AUGUST 2013		
2013 PBC									
Ethnicity	Key	Total	Ethnicity	Key	Total	Ethnicity	Key	Total	Ethnicity
%	Ethnicity	Staff	%	Ethnicity	Staff	%	Ethnicity	Staff	%
Senior Management									
54%	White	5	100%	White	5	100%	White	4	80%
18%	Black		0%	Black		0%	Black	1	20%
21%	Hispanic		0%	Hispanic		0%	Hispanic		0%
3%	Asian		0%	Asian		0%	Asian		0%
4%	Other		0%	Other		0%	Other		0%
Total		5	100%		5	100%		5	100%
Professional									
54%	White	5	71%	White	4	67%	White	4	57%
18%	Black		0%	Black		0%	Black	1	14%
21%	Hispanic	2	29%	Hispanic	2	33%	Hispanic	2	29%
3%	Asian		0%	Asian		0%	Asian		0%
4%	Other		0%	Other		0%	Other		0%
Total		7	100%		6	100%		7	100%
Administrative & Clerical									
54%	White	3	50%	White	3	50%	White	1	25%
18%	Black	2	33%	Black	2	33%	Black	1	25%
21%	Hispanic	1	17%	Hispanic	1	17%	Hispanic	2	50%
3%	Asian		0%	Asian		0%	Asian		0%
4%	Other		0%	Other		0%	Other		0%
Total		6	100%		6	100%		4	100%
Total Agency									
54%	White	13	72%	White	12	71%	White	9	56%
18%	Black	2	11%	Black	2	12%	Black	3	19%
21%	Hispanic	3	17%	Hispanic	3	18%	Hispanic	4	25%
3%	Asian	0	0%	Asian	0	0%	Asian	0	0%
4%	Other	0	0%	Other	0	0%	Other	0	0%
Total		18	100%		17	100%		16	100%