

Agenda Item #: SC-1

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 10/17/17 ☐ 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: Annual Agreement with the Cultural Council of Palm Beach County, Inc. (the "Cultural Council") for the provision of services under the County's Tourist Development Plan during the period October 1, 2017 through September 30, 2022 in the amount not to exceed of \$2,534,638 in contractual services and \$5,828,033 in indirect costs, grants and reserves for a total of \$8,362,671 retroactive to October 1, 2017.

Summary: The Agreement provides for the Cultural Council to provide tourism marketing services under the County's Tourist Development Plan for a five-year period, from October 1, 2017 through September 30, 2022. The new Agreement replaces the current contract (R-2012-1318). The new Agreement updates for Fiscal Year 2018 Exhibit "A" – Annual Budget, Exhibit "E" – Performance Measure, Exhibit "G" – Salary Ranges, Exhibit "H" – Organizational Chart to apply in fiscal year 2018, and Exhibit "C" – Student Intern Policy has been deleted from the new Agreement. The new Agreement adds a new Exhibit "L" – Purchasing Policy which replaces the purchasing guidelines in the body of the contract. The new Agreement inserts language on Public Records, Advertising, Recruiting and Job Information along with Public Meeting Notice to the Agreement. The administrative process for an Operations Funding procedure, including all reporting requirements has been added to this Agreement. In addition, indirect cost, grants, and reserves of \$5,828,033 are included for a total budget of \$8,362,671. These exhibit 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 Marketing Plan to promote cultural activities and administer the Category "B" TDC grants. All expenditures by the Cultural Council under the contract must be made in accordance with the Operating Budget included as Exhibit "A" to the contract, from funds appropriated annually by the County. The new Agreement is for an additional five years, through September 30, 2022. The new Agreement adopts a new Exhibit "A" (Annual Budget), updates Exhibit "E" (Performance Measures) as well as updating Exhibit "H" (Organizational Chart) and Exhibit "G" (Salary Ranges) on position titles for fiscal year 2018. Cultural Council establishes an organizational policy on student interns and deletes "Exhibit "C" from the new Agreement. The new Agreement includes a new Exhibit "L" – (Purchasing Policy) which conforms to the county purchasing guidelines. Public Records, advertising of jobs and public meeting notice have been added to comply with State and County laws and policy. In addition, a monthly cash advance procedure is added to the contract for reimbursement of operational expenses by the Clerk and Comptroller's Office.

Attachments: New Agreement with all exhibits

Recommended by:  Date 10/2/17
Department Director

Approved By:  Date 10/13/17
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019*	2020*	2021*	2022*
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$2,534,638	\$2,623,350	\$2,715,168	\$2,810,198	\$2,908,555
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$2,534,638</u></u>	<u><u>\$2,623,350</u></u>	<u><u>\$2,715,168</u></u>	<u><u>\$2,810,198</u></u>	<u><u>\$2,908,555</u></u>
# 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 2nd, 3rd, 5th, and 6th cent of the local option bed tax.

*2019 thru 2022 estimated Fiscal Impacts are based upon historical average bed tax collections of 3.5%.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

ASD 10/5 10/5/17 OFMB Contract Dev. and Control 10/12/17

B. Approved as to form and Legal Sufficiency:

10/12/17
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

AGREEMENT

between

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

and

**CULTURAL COUNCIL OF PALM
BEACH COUNTY, INC.**

AGREEMENT WITH
CULTURAL COUNCIL OF
PALM BEACH COUNTY, INC.

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AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.

THIS AGREEMENT dated _____, 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, legal authority for the Palm Beach COUNTY Tourist Development Council (hereinafter referred to as the "TDC") is found under Section 125.0104, Florida Statutes, known as "The Local Option Tourist Development Act", the COUNTY has by Ordinance 95-30, as amended, established the TDC; has levied and imposed a tourist development tax; and has established a Tourist Development Plan for the use of the funds derived from the tax. As an appointed Advisory Board, the TDC is bound by State and COUNTY laws, ordinances, and procedures governing the TDC members and their activities, as well as procedures for reviewing expenditures of tourist development tax revenues. The TDC is responsible for advising the COUNTY on the implementation of the Tourist Development Plan on matters related to tourism sales, marketing, advertising, tourism grants, and convention center sales in order to help increase overall visitation and lodging facility occupancy in accordance with State and COUNTY laws, regulations and procedures and within budgetary limitations imposed by the Tourist Development Tax Revenues. The TDC shall also approve and make recommendations for all contracted Agencies annual Marketing Plans and Budgets to ensure conformity with the Tourist Development Council Strategic Plan and the provisions of Section 125.0104, Florida Statutes; 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 parties desire to continue the services as set forth herein.

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.

Brand Compliance. Agencies will utilize the Tourism Brand Identity as approved by the Board of County Commissioners for all advertising procured by the CULTURAL COUNCIL for marketing and promotion of Palm Beach County and which are reimbursed from budgets provided from bed tax funds. These guidelines may be adjusted during this Agreement with input from the TDC funded agencies and their respective creative Agencies of Record with final approval of the TDC Executive Director. Core requirements of the brand applications in print, digital, video, and other marketing channels as approved by the TDC Board will be required as a condition for TDC funding support.

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 activity's 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 Paragraph 35 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 CULTURAL COUNCIL. 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.

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.

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.FY18 Budget
Exhibit "B"	Moving Expense Reimbursement Policy for Employees Hired in Selected Positions
Exhibit "C"	Reserved
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
Exhibit "L"	Purchasing Guidelines

The provision of this Agreement, including the policies set forth in Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "L" 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 reimburse 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. Operations Funding Agreement.

A. Definitions. The following terms shall have the meanings specified when used in this Agreement.

Operating Expenses: Any and all expenses and expenditures of every kind and nature incurred, directly or indirectly by the CULTURAL COUNCIL in managing, operating, promoting and

marketing including, without limitation: payroll, benefits, relocation costs; operating supplies; advertising; technology, dues, subscriptions and membership; printing and stationary costs, postage and freight costs; equipment and rental costs; cost of office supplies; telephone and telecommunication charges; travel and entertainment expenses; audit and legal expenses ; insurance coverages.

Operating Fiscal Year: The period of time beginning on the first day of October and ending on the 30th day of the month of September.

Capital or Proprietary Rights: Any data, equipment or materials furnished by COUNTY to the CULTURAL COUNCIL and any such data, equipment or materials that may be acquired for COUNTY by the CULTURAL COUNCIL to be used by the CULTURAL COUNCIL shall remain the property of COUNTY, and when no longer needed for the performance of this Agreement, shall be returned to COUNTY. Furthermore, the COUNTY shall own all data and other electronic files generated by CULTURAL COUNCIL through the use of either COUNTY's or CULTURAL COUNCIL's data processing programs and software in operating the CULTURAL COUNCIL. Property rights will not accrue to CULTURAL COUNCIL.

Ownership of and title to all intellectual property rights of whatsoever value, including but not limited to logos and trademarks, held in the COUNTY's name, shall remain in the name of the COUNTY.

B. Fiscal Responsibility.

CULTURAL COUNCIL shall perform the following services:

- 1) Prepare an Annual Operating Plan, which CULTURAL COUNCIL shall submit to COUNTY, in accordance with an established COUNTY schedule for approval by the TDC and COUNTY.

- 2) Hire, supervise and direct all of the CULTURAL COUNCIL's employees and personnel unless defined specifically in this Agreement.
- 3) Maintain detailed, accurate and complete financial and other records of all its public activities under this Agreement in accordance with GAAP and any additional COUNTY requirements as they relate to the CULTURAL COUNCIL, provided they are consistent with the terms of the Agreement. The COUNTY shall have access to such records.
- 4) Submit a written financial report to the TDC Executive Director at least monthly, or as otherwise agreed to between the parties, no later than the close of the following month concerning its activities in the operation of the CULTURAL COUNCIL. Such report shall, among other things, set forth receipts from all sources, expenditures and such other and further information as the TDC Executive Director may require or request.
- 5) CULTURAL COUNCIL shall keep and maintain, throughout the Term of this Agreement at its offices, separate and independent books of accounts and records for both public-funds and non-public funds. The Public Fund Accounts review may be required by the TDC Executive Director or COUNTY and shall be maintained in accordance with GAAP. Said books, ledgers, journals, accounts, and records shall contain all entries reflecting the business operations of the CULTURAL COUNCIL under this Agreement using public dollars. All of the foregoing records shall be retained and available for such period of time as provided herein unless otherwise approved by the COUNTY.
- 6) The COUNTY, at all times, throughout the term of the Agreement and for up to three (3) years following expiration, shall have the right to audit and examine during CULTURAL COUNCIL ordinary business hours, all such records and books of accounts relating to CULTURAL COUNCIL's operation, provided that CULTURAL COUNCIL shall not be required to retain such books of accounts and records for more than three (3) years after

the end of the final year of this Agreement, CULTURAL COUNCIL shall arrange for the books of accounts and records to be brought to a location convenient to the auditors for the COUNTY in order for the COUNTY to conduct the audits and inspections. Failure of the CULTURAL COUNCIL to keep record of and provide the information to COUNTY as set forth herein shall be considered a default under the terms of this Agreement. All Funds advanced shall revert to the COUNTY upon any default or termination of this Agreement.

- 7) The CULTURAL COUNCIL shall provide to the TDC Executive Director and COUNTY, within thirty (30) days after the end of each month, a reconciliation for the public fund bank account, which accounts shall be subject to audit by the TDC Representative or COUNTY during CULTURAL COUNCIL's ordinary business hours. Once approved by the TDC Executive Director, this reconciliation will be provided to the Clerk's Office.
- 8) The CULTURAL COUNCIL shall render, within thirty (30) days after the end of each month, financial reports for the CULTURAL COUNCIL including reports for public funds including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for the current month and year to date in accordance with GAAP. In addition, the CULTURAL COUNCIL shall immediately, upon request by COUNTY, provide information contained with any of the provided reports.
- 9) The CULTURAL COUNCIL shall meet with the TDC Executive Director quarterly to answer questions relating to the operations and the financial reports. Furthermore, a private auditing firm acceptable to the COUNTY, where such determination of acceptability to be made in the COUNTY's sole and absolute discretion, shall audit the accounts and records as kept by the CULTURAL COUNCIL and provide the COUNTY with a certified audit report annually prior to March 1st of the fiscal year, together with a management letter. Appropriate funds shall be set aside in the annual operating budget to pay for such certified audit report. At the option of COUNTY and at its expense, additional audits may be performed.

10) TDC Executive Director may request additional financial or statistical reports with respect to the CULTURAL COUNCIL operations for use of all public funds, and the CULTURAL COUNCIL shall promptly provide the same. COUNTY's requests for such additional reports shall be reasonable with respect to timing and frequency. Any and all reasonable costs for such reports, which have been approved by the TDC Executive Director shall be included as an operating expense in the CULTURAL COUNCIL budget.

C. Operating Budget/Expendable Supplies/Funds.

Availability/Procedure for Handling Income and Expenses.

1) Operating Budget. Each year, in accordance with the COUNTY's schedule, the CULTURAL COUNCIL shall prepare and present a line item budget for the CULTURAL COUNCIL which budget shall follow and comply with the existing COUNTY budget process or such other procedures which COUNTY may require. Additionally, the budget shall include but not be limited to the following detailed projections, presented on a monthly and annual basis:

Operating expenses;
Administrative and general expenses;
Marketing, advertising, and promotion expenses;
Exhibitor services;

Payroll and Personnel costs included in the annual operating budget which may include training programs, sales incentive bonuses and other fringe benefits of the type customarily provided by CULTURAL COUNCIL to employees in accordance with written policies of company-wide applications in effect at the time of expenditure.

2) The CULTURAL COUNCIL shall ensure that its representatives are present at all necessary meetings of the budget approval process required by the TDC. The annual operating budget for the CULTURAL COUNCIL is subject to the prior approval of the COUNTY after recommendation by the TDC.

- 3) Funds Availability: COUNTY shall make available to the CULTURAL COUNCIL at contract commencement, funds necessary to pay all budgeted items of expense for the operation, maintenance, supervision, and management of the CULTURAL COUNCIL. To the extent the CULTURAL COUNCIL is unable to perform under this Agreement due to the fact that required budgeted funds are not made available by COUNTY, the CULTURAL COUNCIL shall not be considered in breach of this Agreement nor shall such failure to perform for lack of funds be considered an event of default.
- 4) CULTURAL COUNCIL Operating Account: Prior to the Commencement Contract Date, the COUNTY will advance one (1) month of personnel costs and forty-five (45) days of budgeted operating expenses for deposit into the Agency Operating Account in order to fund operations of the CULTURAL COUNCIL. The CULTURAL COUNCIL shall use funds in the Agency Operating Account to pay operating expenses of the CULTURAL COUNCIL allowed by Florida State Statute Section 125.0104 and County Ordinance 95-30 as amended. The CULTURAL COUNCIL shall submit to the COUNTY requests for reimbursement of expenses paid from the Agency Operating Account, in accordance with COUNTY requirements and as further detailed in Section 4 D. of this Agreement. All such accounts must be maintained in Palm Beach County and available for review and audit upon COUNTY's request. Operating Expenses shall be paid from the Agency Operating Account based on COUNTY approved budgets and the approval of the TDC Executive Director as outlined in Section 4D.
- 5) The cash control for CULTURAL COUNCIL operations shall be accomplished through a combination of rigid accounting procedures and internal audit tests of submitted expense reimbursements requested from public dollars.

D. Reimbursement Process and Documentation.

1) Budget (Exhibit A)

- a) CULTURAL COUNCIL's Annual Budget as set forth in the attached Exhibit "A", shall constitute, as between the COUNTY and CULTURAL COUNCIL, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.
- b) Each invoice and check payable to the vendor will be submitted by CULTURAL COUNCIL with the itemized detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of payment, canceled check, receipt and performance of the goods or services invoiced.
- c) Prior to disbursement of the Check or Electronic Funds Transfer (EFT) to the Vendor, the TDC Executive Director or his/her designee will audit and initial the original check or EFT prior to disbursement from the Public Funds Account.
- d) The CULTURAL COUNCIL shall be paid for these actual costs by submitting an Operating Expense Invoice to the COUNTY with all appropriate documentation as required by the Clerk & Comptroller. Each invoice will provide a check register detailing the vendor payment, the ledger account number and account name of the expense distribution, subtotaled by expense category and totaling to the requested invoice reimbursement.
- e) CULTURAL COUNCIL shall be reimbursed for Payroll and this must be processed as a separate Payroll Expense Invoice after each pay period, with payroll disbursement registers provided including proof of payment as the supporting documentation.
- f) Each individual reimbursement request will include a reimbursement checklist completed by the initiator. The expense and payroll invoice will include reimbursement checklist from the CULTURAL COUNCIL approved by the Director of Finance/CFO.

This reimbursement request will be approved by the TDC Executive Director or his/her designee, prior to the submission to the Clerk & Comptroller for reimbursement. If checklists are not included or completed and approved, the payment request will be returned to the CULTURAL COUNCIL.

- g) The CULTURAL COUNCIL will be encouraged to implement Automated Clearing House (ACH) for reimbursements from the Clerk & Comptroller directly to the CULTURAL COUNCIL Agency Operating account when available from the Clerk's Office
- h) At the close of the fiscal year, these submissions will be treated in accordance with fiscal year-end procedures. Reimbursements will be processed up to 45 days after the end of the fiscal year. Submissions after 45 days will be applied to the subsequent year.

2) Travel & Entertainment Reimbursement Requests.

- a) Presently, reimbursement for travel and entertainment is submitted using non-electronic paper travel reimbursement forms with supporting documentation.
- b) All travel and entertainment reimbursement requests shall be submitted within sixty (60) days after the expenses are incurred. Any expenses after 60 days of travel may be reimbursed by the COUNTY only upon the express written approval of the TDC Executive Director or his/her designee and within the limitations imposed by law upon the COUNTY.
- c) The TDC Executive Director encourages the CULTURAL COUNCIL and the Clerk & Comptroller to implement electronic travel reimbursement for all travel and entertainment expenses. Maintaining the audit and review process prior to the distribution from the Agency Operating account will continue to be the highest priority.

- d) All disbursements of travel and entertainment expenses, whether payments to the credit card company or to the employee, must be submitted to the TDC Executive Director or his/her designee for approval prior to distribution to the Agency Operating account.
 - e) Travel reimbursements made after sixty (60) days are the responsibility of the Cultural Council to determine if taxable to the employee.
- 3) Non-Travel & Entertainment Operating Expense Reimbursement Requests.
- a) The reimbursement for operating expenses where vendors are only willing to accept payment via credit card (examples of these would-be Google AdWords, Facebook paid advertising) must be separated and submitted on Non-Travel Reimbursement Requests forms.
 - b) All disbursements of operating expenses by payments to the company credit card company or to the employee credit card must be submitted to the TDC Executive Director or his/her designee for approval prior to distribution from the public funds account.
- 4) Credit Card Statements used for Travel or Operating Expense Reimbursement.
- a) All statements should contain the cardholder's name.
 - b) In the event a personal credit card is used, a partial statement will be accepted as long as the specific charge for which payment is requested can be verified.
- 5) Revenue Offset for Programs and Events.
- Any expenses incurred for a revenue generating program or event, where tourist development tax may be requested to fund all or a portion of the program or event, if dollars are generated from sponsorships or admissions, then the reimbursement request for the cost of the program or event, must contain documentation showing all sponsorships and/or admissions revenue received, offsetting the expense prior to reimbursement. The COUNTY will only reimburse the cost of the program or event after the application of all revenues and the COUNTY will only reimburse the Net Amount. When a COUNTY

Direct Grant is awarded to CULTURAL COUNCIL to perform as the Grantee, and the CULTURAL COUNCIL is acting as the event servicing manager of the program or event on behalf of a recognized governing body, this process will not apply.

6) Budget Transfers.

Budget transfers and budget line item management will occur between the CULTURAL COUNCIL and TDC Administration. Spending for Personal, Marketing and Promotion and General and Administrative are monitored using program budgets by categories and are reviewed with the TDC Board quarterly. During the annual budgeting process, all agencies are required to detail any variances at the line item budget detail that are 10% or higher than the previous year Budget.

22. Purchasing Guidelines. The CULTURAL COUNCIL shall be subject to and shall comply with the purchasing guidelines and requirements set forth in Exhibit "L" and the SBE Policy set forth in paragraph 47.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

CULTURAL COUNCIL shall maintain and preserve records, books, documents, papers, charges, expenses and costs and financial information pertaining to work performed under this Agreement. 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 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.

During the term of this Agreement, COUNTY is hereby granted the power to designate any or all records of 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 by law.

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

- (i) Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- (ii) Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CULTURAL COUNCIL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- (iii) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CULTURAL COUNCIL does not transfer the records to the public agency.
- (iv) Upon completion of the Agreement, the CULTURAL COUNCIL shall transfer, at no cost to the COUNTY, all public records in possession of the CULTURAL COUNCIL unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CULTURAL COUNCIL transfers all public records to the COUNTY upon completion of the Agreement, the CULTURAL COUNCIL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CULTURAL COUNCIL keeps and maintains public records upon completion of the Agreement, the CULTURAL COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically by the CULTURAL COUNCIL must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

36. 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.

37. 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.

38. Advertising, Recruiting and Job Information.

A. Job Advertising. The CULTURAL COUNCIL shall undertake advertising of the job openings in Palm Beach County to provide sufficient notice to Palm Beach County's residents concerning the availability of CULTURAL COUNCIL'S new positions. The advertising regarding the new jobs at CULTURAL COUNCIL'S facility in Palm Beach County must be countywide, include Hispanic and Minority news venues, and not limited to a single advertisement.

B. Job Availability. The CULTURAL COUNCIL shall coordinate with the following agency regarding new job opportunities:

CareerSource Palm Beach County
1951 N Military Trail, Suite D
West Palm Beach, FL 33409
Attention: Executive Director

Employment should reflect, to the greatest extent feasible, the racial, gender and ethnic make-up of the community.

39. Public Meeting Notice.

CULTURAL COUNCIL agrees to publicly notice all of its Board meetings and Committee meetings on Palm Beach County's website at least five (5) calendar days prior to said meeting(s).

Said notice(s) shall include the time and location of the meeting(s).

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, 2022. This Agreement 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
2195 Southern Boulevard, Suite 500
West Palm Beach, FL 33406

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. 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.

47. 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.

48. 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).

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

50. 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

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

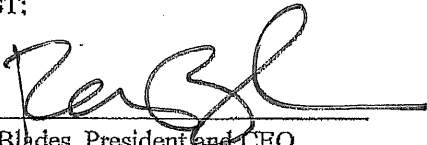
By: _____
Deputy Clerk


By: _____
Paulette Burdick, Mayor

(SEAL)

ATTEST:

CULTURAL COUNCIL OF PALM BEACH
COUNTY, INC

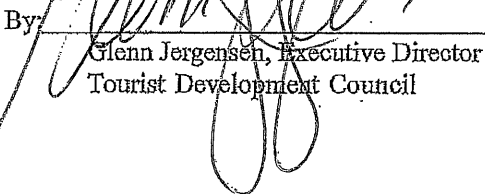
By: 
Rena Blades, President and CEO
The Cultural Council of Palm Beach
County, Inc.

By: 
Nathan Slack, 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
Cultural Council of Palm Beach County, Inc.
Exhibit A

Description	Actual FY 2015	Actual FY 2016	Proposed Budget FY 2017	Amended Budget FY 2017	Forecast FY 2017	Proposed Budget FY 2018
Personnel	\$ 673,696	\$ 878,763	\$ 967,135	\$ 967,135	\$ 895,000	\$ 1,013,938
Marketing & Promotional	\$ 1,328,077	\$ 1,037,326	\$ 1,198,400	\$ 1,198,400	\$ 1,208,535	\$ 1,294,800
General & Administrative	\$ 196,753	\$ 207,833	\$ 207,450	\$ 207,450	\$ 269,450	\$ 225,900
Total Cultural Council Contract Expenses	\$ 2,198,526	\$ 2,123,922	\$ 2,372,985	\$ 2,372,985	\$ 2,372,985	\$ 2,534,638
Marketing Stimulus/Investment Plan	\$ 325,000	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 3,641,826	\$ 4,343,086	\$ 4,318,049	\$ 4,318,049	\$ 4,304,648	\$ 4,697,935
Total Cultural Council Expenses	\$ 6,165,352	\$ 6,467,008	\$ 6,691,034	\$ 6,691,034	\$ 6,677,633	\$ 7,232,573
Reserves	\$ 1,764,011	\$ 1,729,362	\$ 1,122,239	\$ 1,122,239	\$ 1,748,439	\$ 1,130,098
Total Cultural Council Available Funds	\$ 7,929,363	\$ 8,196,370	\$ 7,813,273	\$ 7,813,273	\$ 8,426,072	\$ 8,362,671

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"

Reserved

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.

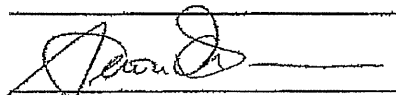
OR

- ☒ 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 15th day and the last working day of each month for the semi-monthly period just ended. If the 15th day falls on a weekend, the payday will be the Friday before the 15th. 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.

FY 2018 OBJECTIVES

- 1 The Cultural Council will continue to expand its destination marketing efforts through grants to eligible nonprofit 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 advertising to the NE markets from September through April and Florida 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.
- 5 The Cultural Council will continue to develop and promote the Cultural Concierge program, which includes refining the goals and increasing the number of hotel partners, implementing a content strategy and building on value proposition.
- 6 The Cultural Council will create two events in top feeder markets to further attract cultural tourists to The Palm Beaches.
- 7 The Cultural Council will continue 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, YouTube -- 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

Cultural Council	Actual	Estimated	Projected	Category	Obj.
Performance Measure Description	FY 2016	FY 2017	FY 2018		
Advertising and social media leads:	8,250	9,000	10,500	Output	2,3,5,6,9
Website visits:	635,014	700,000	750,000	Demand	2,3,7,9
Visitors to the Cultural Council:	9,593	11,000	12,000	Outcome	8,9
Size of out-of-county audience:	1,320,162	1,500,000	1,525,000	Demand	1,2,3,4,5,6,7,10
Estimated number of cultural room nights- visits:	552,613	575,000	585,000	Demand	1,2,3,4,5,6,7,10
Direct room nights from Grantees	17,206	18,000	20,000	Demand	1,2,3,4,5,6,7,10
Number of cultural audiences	3,837,591	3,900,000	3,930,000	Demand	1,2,3,4,5,6,7,10

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

AIR TRAVEL

For 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 portorage, taxi cabs etc., must be detailed on the back page of the travel reimbursement form. Tips over \$10.00 given for portorage 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 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 of Marketing	\$75,000	\$132,000
Chief Financial Officer	\$75,000	\$132,000
Chief Grants Officer	\$75,000	\$132,000
Interactive Manager	\$35,000	\$60,000
Accounting Manager	\$35,000	\$60,000
Marketing Manager	\$35,000	\$60,000
Manager of Cultural Concierge Program	\$35,000	\$60,000
Grants Manager	\$ 35,000	\$60,000
Public Relations Manager	\$ 35,000	\$60,000
Grants Coordinator/Administrator	\$32,000	\$55,000
Content Producer/Editor	\$32,000	\$55,000
Graphic Designer	\$32,000	\$55,000
Public Relations Coordinator	\$32,000	\$55,000
Visitors Services/Store Manager	\$32,000	\$55,000
Accountant	\$32,000	\$55,000
Bookkeeper	\$30,000	\$47,500
Assistant to Operations	\$30,000	\$47,500
Administrative Assistant	\$ 30,000	\$ 47,500
Accounting Clerk	\$30,000	\$47,500

CULTURAL COUNCIL OF PALM BEACH COUNTY
Organizational Chart
Exhibit H

Revised March 2017

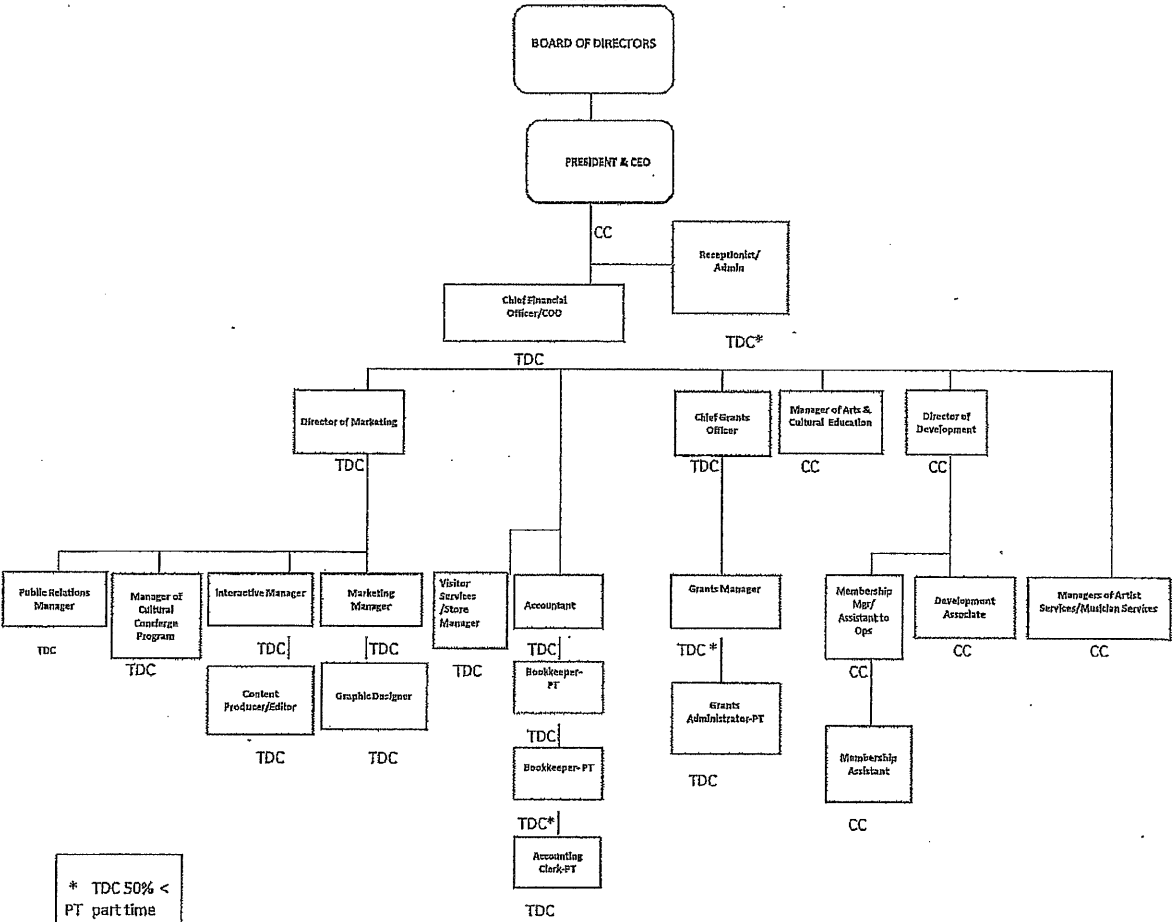


EXHIBIT I

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

DATE (MM/DD/YYYY)
10/03/2017

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 have ADDITIONAL INSURED provisions or 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 Joseph O. Gendelman	262-478-1000	CONTACT NAME: Carolyn Rabbitt PHONE (A/C, No, Ext): 262-478-1000 FAX (A/C, No): 262-478-1001 E-MAIL ADDRESS: crabbitt@gendelman.com
INSURED Cultural Council of Palm Beach County Inc. 601 Lake Ave Lake Worth, FL 33460		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co INSURER B : Transportation Ins. Co. INSURER C : Travelers Casualty & Surety INSURER D : INSURER E : INSURER F :
		NAIC # 18058 20494 25674

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div>CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div>	X		PHPK1695478	10/01/2017	10/01/2018	<div>EACH OCCURRENCE\$1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence)\$100,000</div> <div>MED EXP (Any one person)\$5,000</div> <div>PERSONAL & ADV INJURY\$1,000,000</div> <div>GENERAL AGGREGATE\$3,000,000</div> <div>PRODUCTS - COMP/OP AGG\$3,000,000</div> <div></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:<div><div>POLICY</div><div><input type="checkbox"/> PRO-JECT</div><div><input type="checkbox"/> LOC</div></div><div>OTHER:</div></div>
A	<div><div>AUTOMOBILE LIABILITY</div><div><div>ANY AUTO OWNED AUTOS ONLY</div><div><input checked="" type="checkbox"/> HIRED AUTOS ONLY</div></div><div><div>SCHEDULED AUTOS</div><div><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div>			PHPK1695478	10/01/2017	10/01/2018	<div>COMBINED SINGLE LIMIT (Ea accident)\$1,000,000</div> <div>BODILY INJURY (Per person)\$</div> <div>BODILY INJURY (Per accident)\$</div> <div>PROPERTY DAMAGE (Per accident)\$</div> <div></div>
A	<div><div>UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> EXCESS LIAB</div><div><div>OCCUR</div><div>CLAIMS-MADE</div></div></div> <div>DED <input checked="" type="checkbox"/> RETENTION \$10,000</div>			PHUB596208	10/01/2017	10/01/2018	<div>EACH OCCURRENCE\$1,000,000</div> <div>AGGREGATE\$1,000,000</div> <div></div>
B	<div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<div><input type="checkbox"/> Y / <input checked="" type="checkbox"/> N</div></div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div></div>		N / A	WC434648557	10/01/2017	10/01/2018	<div><div>PER STATUTE</div><div>OTH-ER</div></div> <div>E.L. EACH ACCIDENT\$500,000</div> <div>E.L. DISEASE - EA EMPLOYEE\$500,000</div> <div>E.L. DISEASE - POLICY LIMIT\$500,000</div>
C	<div>D&O Liability</div>			105680141	10/01/2016	10/01/2019	see below
A	<div>Crime</div>			PHPK1695478	10/01/2017	10/01/2018	

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
Employment Practices Liability Limit - \$1,000,000 / \$2,500 Deductible
Fiduciary Liability 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

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

Reserved

EXHIBIT L

PROCUREMENT POLICY

Contracts entered into by the Agency in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Agency Management to educate staff who make purchases as to the Agency's obligations under this Agreement. Failure to follow these guidelines may result in non-reimbursement of Agency Expenses. Procurement shall be conducted for the following categories hereof:

Awards will be made to the lowest responsive, responsible bidder or proposer whose offer is determined to be the most advantageous to the Agency in its performance of its duties in accordance with the terms of this Agreement. Evaluation of bids, offers and proposals shall be based upon the criteria established by the Agency and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of the Agency in the performance of its duties, obligations and functions as provided in this Agreement.

A. Contracts and purchases shall be made in accordance with the following procedures:

1. Less than \$5,000. The Agency may contract to purchase goods or services less than \$5,000 by obtaining oral quotes for the goods or services. A competitive process is encouraged and both SBE and Local Preference should be considered in making these purchases.
2. Between \$5,001 and up to \$50,000. The Agency may contract to purchase goods or services between \$5,001 and up to \$50,000 by obtaining a minimum of three (3) written quotations (RFQ) for each item or group of items needed. The Agency will obtain a minimum of three (3) written quotes and provide documentation or justification to the satisfaction of the County for any lack thereof. Requests for quotations will be mailed, faxed, or e-mailed to all prospective bidders, as feasible.
3. Between \$50,001 and up to \$100,000. The Agency may contract to purchase goods and services between \$50,001 and up to \$100,000 by obtaining a minimum of three (3) written proposals for Request for Submittal (RFS). Any bid or request for submittal for the purchase of goods or services over \$50,001 shall require the approval of the Executive Director of the TDC prior to contract execution by the Agency. The Agency will secure at least three (3) written submittals for each item or group of items needed and provide documentation or justification for lack thereof. Advertisements for written requests for proposals will be posted on the agency website under a public page inviting requests for submittals, published no less than one time in a trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the

service will be provided, as appropriate. Requests for submittals will be mailed or emailed to all prospective bidders, as feasible.

4. Exceeding \$100,001. Contracts for purchases exceeding \$100,001 will be entered into according to the following procedures:

- a. The Agency is responsible for drafting the Request for Proposal ("RFP") or Invitation for Bid ("IFB") to secure needed goods or services, and shall forward the IFB/RFP to the Executive Director of the TDC, with copy to the Assistant County Attorney assigned to the TDC.
- b. The Executive Director of the TDC will review and must approve the IFB/RFP to assure that the IFB/RFP meets the applicable requirements of this Agreement.
- c. The Agency is responsible for placing the advertisement and notifying prospective bidders.
- d. Responses will be evaluated by a Selection Committee composed of the following six individuals:

Agency President & CEO
Executive Director of TDC
Agency Chair or designee Board member
Agency Staff member
County Administrator or Designee
TDC Board Member

Once a committee for a specific procurement has been chosen, the committee may convey and make a recommendation provided there is a majority of members present.

The recommendation of the Selection Committee will be acted on by the Agency's Executive Committee or Full Board of Directors as dictated by the Agency By-Laws.

- e. Upon approval by the Agency's Executive Committee or Full Board, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC.
- f. Upon approval by the TDC, the Executive Director of the TDC will place any contract item exceeding \$100,000 on the agenda for action by the Board of County Commissioners. If the Agency's Board or the TDC does not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice, cancel or re-advertise the RFP. The determination of the Board of County Commissioners shall be final.

- B. Vendor List. The Agency will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. The Agency will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from the Agency's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.
- C. All purchasing procedures and dollar limits will be determined by the initial term of the contract multiplied by the annual contracted dollar amount and no contract will exceed five (5) years in duration.
- D. No contract or purchase shall be subdivided to avoid the purchasing guidelines and dollar level limit requirements provided for in this Agreement.
- E. Notwithstanding the requirements of Section A, the Agencies may purchase or contract for goods and services without competitive solicitation in the following cases:
1. Sole Source Purchases. The Executive Director of the TDC may authorize the purchase of goods or services without requests for bids, quotes or proposals when the Agency has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need of the Agency and is available through only one source. In the event such documentation is not provided or available, proof of appropriate advertising may be used to substantiate a sole source vendor is the only source of goods or services or that only one item meets the need of the Agency. The request for Sole Source Purchase must be made prior to any contract execution by the Agency.
 2. Emergency Purchases. The Agency may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of emergency. For purposes of this provision:
 - a. "Emergency Purchase" shall mean a procurement made in response to a need for goods or services when the delay incident to complying in the requirements of Section A would be detrimental to the interests, health, safety or welfare of the Agency. A State of Emergency issued for the County, series of Counties or the entire State of Florida will constitute an Emergency Purchase.
 3. Purchasing under Government Price Agreements. The Agency 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 Agency

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 the Agency. Contracts and purchases made under such agreements will be deemed as lowest bidder.

4. Bid Awards. Awards under this paragraph will be made to the lowest responsive, responsible bidder whose offer is determined to be the most advantageous to the Agency in its performance of the activities or functions provided for in this Agreement. Evaluation of offers and proposals shall be based upon the criteria established by the Agency 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 its offer may be conducted for the purpose of obtaining a contract which is in the best interests of the Agency in the performance of its duties, obligations and functions as provided in this Agreement.

F. Professional and Consulting Services. All contracts for professional or consulting services shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which such services will be performed, the amount and form or method of compensation (e.g., retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the product, and contain other standard contract language. These contracts are still subject to the requirements of Section A. All other requirements of this Exhibit L - shall apply to these contracts.

Cultural Council of Palm Beach County
Overhead Allocation to County
FYE 2017

	FTE %	total sq footage	County Square footage	
<u>Staff space</u>				
1 Exec. Director	0%	180	0.0	rb
2 Director of Marketing	90%	84	75.6	js
3 Chief Grants Officer	90%	150	135.0	jr
4 Grants Manager	35%	78	27.3	wb
5 Grants Administrator	85%	78	66.3	kr
6 Interactive Manager	95%	46	43.2	db
7 Membership Manager	25%	51	12.8	dc
8 Marketing Manager	95%	46	43.2	aa
9 Public Relations Manager	90%	46	41.0	jc
10 Bookkeeper I	90%	70	63.0	jb
11 Bookkeeper II	50%	59	29.3	gr
12 CFO/COO	75%	128	96.0	ka
13 Accountant	75%	70	52.5	pt
14 Accounting Clerk	90%	59	52.7	hh
15 Visitor Services/Store Manager *	75%	-	0.0	mf
16 Receptionist/Administrative Assistant	50%	59	29.3	av
17 Director of Development	0%	115	0.0	ml
18 Manager of Artist Services	0%	120	0.0	nh
19 Manager of Cultural Concierge Program *	100%	-	0.0	bld
20 Manager of Arts & Cultural Education	0%	59	0.0	th
21 Graphic Designer	95%	46	43.2	gp
22 Content Producer/Editor	95%	46	43.2	nm
1 Marketing Intern	100%	46	46.0	kr
1 Marketing Intern	100%	46	46.0	
23 Development Associate	0%	59	0.0	kw
Designated square footage		1,736	945.45	54.46% allocated %
Common areas		3,095	1,685.58	54.46% apply %
Total square footage 2nd floor & mezzanine		4,831	2,631.03	54.46%
Storage 3rd floor		842	505.20	60.00% archived grants, marketing and contract reimb files
First floor space *		6,848	3,560.96	52.00% Lobby, info center, conference room, training room for grantees and other agency/county related functions
Total square footage		12,521	6,697.19	53.49%
Estimated CAM			\$ 89,983.00	
County %			X 53.49%	
Budget Potential			\$ 48,129.81	
Monthly Invoice to County Potential			\$ 4,011	
Budget as per Exhibit A line item			\$ 46,200	

Cultural Council

Ethnicity

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