

3EE-1

Agenda Item #: \_\_\_\_\_

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 12/06/2022 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: a fully executed Palm Beach County FY23 Category "B" Grant Agreement with Loggerhead Marineline Center, Inc., totaling \$226,234 and managed by the Cultural Council of Palm Beach County, Inc., d.b.a. as Cultural Council for Palm Beach County (Cultural Council) for the promotion/marketing of cultural events (Grant). This Grant was approved by the Tourist Development Council (TDC) on October 13, 2022, for the term October 13, 2022 – September 30, 2023.

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a Receive and File agenda item. On June 7, 1994, the Board of County Commissioners adopted Resolution (R94-702) authorizing the County Administrator and/or the Executive Director of the TDC to enter into grant agreements with Category "B" grantees after they have been approved by the TDC. Cultural organizations with operating budgets of \$1.175 million or more are eligible for Category "B" funding. After completing an application for funding, the organizations and their programs are reviewed by a grant panel which recommends funding levels. The County previously approved twenty-one (21) Category "B" grants for FY2023 (R 2022-1317 thru 1337), the Grant was not among them due to programming issues. At the request of the Cultural Council, the TDC set funding for this Grant aside pending correction of those issues. In October, members of the Center's Board of Directors and the new CEO/President presented to the TDC about the improvements made to the Center, the reestablishment of programs and resolution of all pending issues. A request was made by the Cultural Council to approve the Grant. The TDC approved the Grant at the October 13, 2022, TDC meeting. This Grant will fund events which will promote/market cultural tourism in Palm Beach County. District 1 (YBH)

**Background and Justification:** The Cultural Council Agreement (Resolution 94-702) was adopted by the Board to streamline the process of promoting, marketing, and increasing cultural tourism to Palm Beach County. The Board granted the County Administration and/or the Director of the TDC authority to execute Category "B" Agreements. The Grant has been executed on behalf of the Board by the County Administrator in the absence of an Executive Director of the TDC in accordance with the authority delegated by the Board and is now being submitted to the Board to receive and file.

**Attachments:**

- 1. Loggerhead Marineline Center, Inc. Category "B" Grant with Exhibits A, B, C, COI, and Florida Not For Profit Corporation Annual Report

Recommended by: N/A Date: \_\_\_\_\_  
ybh Department Director

Approved By: W Baker Date: 11/28/22  
County Administrator

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	\$226,234				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$226,234</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  X  No    
 Does this item include the use of federal funds? Yes   No  X

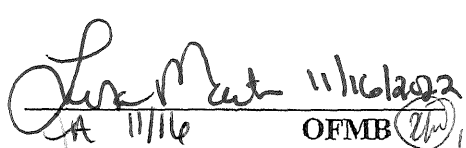
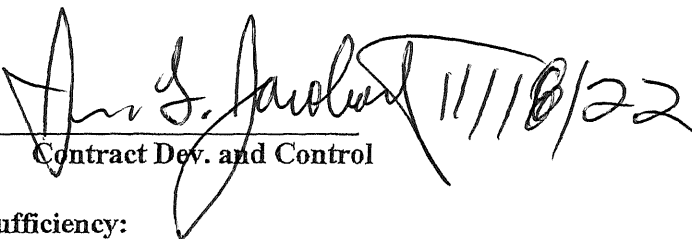
Budget Account No.: Fund  1455  Dept  710  Unit  7014  Object  8201   
 Reporting Category

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 2<sup>nd</sup> 3<sup>rd</sup>, 5<sup>th</sup> and 6<sup>th</sup> cent bed tax funding. Funding previously allocated via contract with the Cultural Council of Palm Beach County d.b.a. Cultural Council For Palm Beach County, no additional funding impact to County.

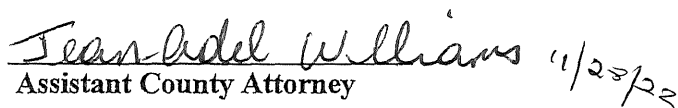
**C. Department Fiscal Review:** 

**III. REVIEW COMMENTS**

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

   
 OFMB  11/16  Contract Dev. and Control

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

  
 Assistant County Attorney

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

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

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

**PALM BEACH COUNTY**  
**TOURIST DEVELOPMENT TAX CATEGORY B**  
**FY2023 GRANT AGREEMENT**

This is a Grant Agreement, herein referred to as "Agreement", entered into on 11/7/2022,  
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,  
hereinafter referred to as "COUNTY"; and **Loggerhead Marineline Center, Inc.** hereinafter  
referred to as "GRANTEE".

**WHEREAS**, the matching grant award provided for herein by the COUNTY will assist  
the GRANTEE with expenses incurred in its tourism project described herein, hereinafter referred  
to as the "PROJECT"; and

**WHEREAS**, COUNTY has determined that the subject PROJECT will enable GRANTEE  
to provide an activity which will directly promote tourism in Palm Beach County, under special  
use Category "B" of Ordinance No. 95-30; and

**WHEREAS**, the expenditure of Tourist Development Tax Funds pursuant to this  
Agreement has been found, determined and declared to be a county and public purpose by the  
Board of County Commissioners of COUNTY, under authority of Section 125.0104, Florida  
Statutes, and Ordinance No. 95-30, as amended.

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE I**

**MARKETING DESCRIPTION**

- 1.1 **GRANTEE:** Name: **Loggerhead Marineline Center, Inc.**  
Address: 14200 US Highway 1  
Juno Beach, FL 33408  
Attention: Brian Waxman
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$226,234.00
- 1.3 **PROJECT DESCRIPTION (Project):** As provided in **Exhibit “A”**, attached hereto.
- 1.4 **PROJECT BUDGET:** As provided in **Exhibit “B”**, attached hereto.
- 1.5 **REPORTING SCHEDULE:** Interim report including audience survey material due 04/15/2023  
Final report including audience survey material due 10/30/23
- 1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly, as provided in Exhibit “C”, attached hereto.
- 1.7 **EXPENDITURE DEADLINE:** **Final Reimbursement Request due September 8, 2023**
- 1.8 **GRANT PERIOD:** **October 13, 2022 through September 30, 2023**
- 1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, **Exhibit “C”** and the Cultural Tourism Development Fund 2023 Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the

Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

## ARTICLE II

### CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.
- 2.3 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

**Exhibit “B”.** The GRANTEE's expenditure of Grant Funds must be only for the items specified in each line-item of the Project Budget and not in excess of the amounts specified in each line-item. The GRANTEE may amend the amount identified for specific Grant Fund line-items in the Project Budget, if such changes do not exceed ten percent (10%) per line item and so long as the amount of Grant Funds allocated for other items is likewise adjusted. Any change in any line-item expenditure of Grant Funds in excess of ten percent (10%) per item shall require the advance written approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. Any request for approval shall first be submitted by GRANTEE to the CULTURAL COUNCIL. The CULTURAL COUNCIL will convey such request to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for approval.

**2.4 REPORTING:** This project is being funded with the expectation that it will directly promote Palm Beach County Tourism by providing specifically described cultural or fine art entertainment, festivals, programs and activities which will be made available to and be attended by visitors to Palm Beach County. To assist in a determination of whether the Project is fulfilling or has fulfilled its purpose of directly promoting tourism in the COUNTY, the GRANTEE must supply the CULTURAL COUNCIL with written reports, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

information to the CULTURAL COUNCIL for Tourist Development funded publications by the publication deadline. GRANTEE shall provide immediate notice to the CULTURAL COUNCIL in the event that a grant funded Project is to be canceled or rescheduled.

**2.5 GRANT AMOUNT AND PAYMENT SCHEDULE:** The total amount of the Grant is specified in Article 1.2. By awarding this Grant, COUNTY assumes no obligation to provide financial support of any type or amount that is not in compliance with this Agreement or that is in excess of the total Grant Funds. The Grant Funds will be paid to the GRANTEE pursuant to the Payment Schedule specified in Article 1.6, subject to the provisions of Article 2.7, and shall be solely payable from Category B tourist development tax funds lawfully available. In the event of a shortfall in projected Category B tourist development tax funds, it may be necessary to reduce the total amount of the Grant Funds provided in this Agreement. The CULTURAL COUNCIL and COUNTY will determine the amount of the reduction and notify the GRANTEE about the reduction in advance and the reduction will take effect upon written notice by the COUNTY.

**2.6 PROJECT MONITORING AND EVALUATION:** The CULTURAL COUNCIL shall monitor and conduct an evaluation of compliance with this Agreement. GRANTEE shall provide County representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TOURIST DEVELOPMENT COUNCIL staff and board members, CULTURAL COUNCIL staff and board members, and guests (collectively, COUNTY REPRESENTATIVES) full access, including but not limited to parking, meals and entertainment, without cost to the PROJECT and to any other key stakeholder events to observe, encourage, and/or monitor the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROJECT with the GRANTEE's personnel. Such participation shall be reasonable relative to any such

PROJECT's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to the PROJECT and to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Agreement, and that the COUNTY is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by COUNTY at any time for any reason upon notice to GRANTEE.

**2.7 PAYMENT OF GRANT FUNDS:** Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, GRANTEE shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached **Exhibit "C"**. No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following procedure shall be applicable to the payment of Grant Funds by COUNTY:

GRANTEE shall submit quarterly, as outlined in **Exhibit "C"**, to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of



Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services invoiced, and any further documentation deemed necessary by the CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay GRANTEE on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

**2.8 ACCESS AND AUDITS:** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

**2.9 CREDITS:** The GRANTEE must include the following credit designations for the agency managing their grant (Cultural Council of Palm Beach County), the funding source (Funded by the Tourist Development Council), and the grantor (Palm Beach County Board of County Commissioners).



Arts. Sciences. History. Community.



Funded by the Tourist Development Council



Any advertising performed in accordance with this Agreement must include the above series of credits, easily legible and sized of the same proportion for all, or other credit/logo that has been approved by the Executive Director of the TOURIST DEVELOPMENT COUNCIL. News releases; print advertising; radio and television advertising; must have these credits clearly recognizable/audible in the advertisement. For digital advertisements, electronic social media advertising channels must have these credits clearly recognizable in the “grantee or cultural council co-op landing page” by clicking through the digital advertisement to the GRANTEE or CULTURAL COUNCIL web site in order for reimbursement of the allowable advertising expenses. Screen prints of both these electronic pages will be required for reimbursement.

**2.10 FAMILIARIZATION TOURS, DESTINATION REVIEWS, FILM OPPORTUNITIES:**

The GRANTEE understands and agrees that the GRANTEE’s facility shall be made available at no cost to the TOURIST DEVELOPMENT COUNCIL and any TOURIST DEVELOPMENT COUNCIL tourism agency for the purpose of familiarization tours, destination reviews or filming vignettes or segments for the Palm Beach Channel upon reasonable advance notice, subject to availability and at no charge. In addition, the GRANTEE shall give the TOURIST DEVELOPMENT COUNCIL and related tourism agencies, the most favored customer rates

when they are booking the GRANTEE's venue and services for a tourism related special event. The TOURIST DEVELOPMENT COUNCIL and/or the applicable tourism agency will notify the GRANTEE when a special tourism event is being organized by a contractor, agent, or partner on behalf of the tourism agency, and the most favored customer rates shall apply to that booking and services.

Most favored rates are determined by bookings and services offered over a period of 12 months prior to the booking. Unless the GRANTEE is notified that the venue request is a TOURIST DEVELOPMENT COUNCIL or tourism agency related request, the GRANTEE has no obligation to extend most favored rates, including to third parties, meeting planners or other entities or businesses requesting the venue.

**2.11 LIABILITY AND INDEMNIFICATION:** It is understood and agreed that the GRANTEE is merely a recipient of Grant Funds and an independent contractor and is not an agent, servant or employee of Palm Beach County, its Board of County Commissioners, the Cultural Council of Palm Beach County or the Palm Beach County TOURIST DEVELOPMENT COUNCIL.

In the event a claim or lawsuit is brought against Palm Beach County, its Board of County Commissioners, the Cultural Council for Palm Beach County, the Palm Beach County TOURIST DEVELOPMENT COUNCIL, or any of their directors, officers, agents, or employees, the GRANTEE hereby agrees to indemnify, save, hold harmless, and defend said persons and entities from any such claims, liabilities, causes of action, and judgments of any type whatsoever, arising out of or relating to the performance or operation of this Agreement, the funding hereof, or GRANTEE's acts hereunder, and the GRANTEE shall pay all costs, attorney's fees, and expenses incurred by the aforementioned entities or persons in connection with such claims, liabilities or suits. This covenant of indemnification shall be supported and supplemented by liability insurance obtained by GRANTEE, which is acceptable to COUNTY's Risk Management

Department of Palm Beach County as to form, type and amount of coverage. Such insurance shall, at a minimum, provide commercial general liability coverage with limits of not less than \$500,000.00 each occurrence combined single limit for bodily injury, including death, and property damage, as evidenced by a Certificate of Insurance. A signed current copy of the Certificate of Insurance shall be transmitted to the COUNTY prior to execution of this Agreement by COUNTY and such insurance shall remain in effect throughout the term hereof. Palm Beach County Board of County Commissioners, the Cultural Council of Palm Beach County, and the Palm Beach County TOURIST DEVELOPMENT COUNCIL shall each be endorsed as an Additional Insured and Certificate Holder on said policy of insurance, and the Certificate of Insurance shall so indicate. GRANTEE shall notify COUNTY of any cancellation of coverage within fifteen days (15) of GRANTEE's notice or provide to COUNTY evidence of replacement coverage effective on, or before the date of cancellation.

**2.12 ASSIGNMENT:** The GRANTEE is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.

**2.13 INDEPENDENT CONTRACTOR RELATIONSHIP:** The GRANTEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the GRANTEE's sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**2.14 COMPLIANCE:** The GRANTEE agrees to abide by and be governed by all applicable laws, including but not limited to Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time.

In entering into this Agreement, Palm Beach County does not waive the requirements of any state, county or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct the business or activity contemplated by the GRANTEE.

**2.15 AUTHORITY TO PRACTICE:** The GRANTEE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**2.16 PERSONNEL:** The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the GRANTEE'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

**2.17 REMEDIES AND EXPENDITURE DEADLINE:**

(A) If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this

Agreement. Furthermore, GRANTEE shall repay to COUNTY all funds received by GRANTEE which did not result in cultural programs or projects.

- (B) In the event that a project or program for which GRANTEE has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds.
- (D) In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.
- (E) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (F) The above provisions do not waive any rights of COUNTY or preclude the COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid in the event

GRANTEE does not produce or complete a project or program which furthers and promotes Palm Beach County tourism.

- (G) This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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 GRANTEE.

**2.18 TERMINATION BY COUNTY:**

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;

3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and

4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

**2.19 WRITTEN NOTICE:** Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

(A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL: Addressed as follows:

President and CEO  
Cultural Council For Palm Beach County, Inc.  
601 Lake Avenue  
Lake Worth Beach, FL 33460

(C) As to the COUNTY: Addressed as follows:

Executive Director  
Tourist Development Council  
2195 Southern Blvd., #500  
West Palm Beach, Florida 33406

**2.20 CONTRACT REPRESENTS TOTAL AGREEMENT:** This Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties and approved by appropriate action of the Executive Director of the TOURIST DEVELOPMENT COUNCIL, as delegated by the COUNTY.

**2.21 NONDISCRIMINATION:** The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. As a condition of entering into this Agreement, the GRANTEE represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as



described in Resolution 2017-1770 as amended. As part of such compliance, the GRANTEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the GRANTEE retaliate against any person for reporting instances of such discrimination. The GRANTEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The GRANTEE understands and agrees that a material violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement, disqualification or debarment of the GRANTEE from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

### **ARTICLE III**

#### **SPECIAL CONDITIONS**

- 3.1 ORDINANCE AMENDMENT:** Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 95-30, as amended, as the County may from time to time deem appropriate.
- 3.2 PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE's performance and COUNTY's performance and obligation to pay under this Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category B, and an annual appropriation by the COUNTY for the purposes and uses described in this Agreement.

- 3.3 ELIGIBILITY REQUIREMENTS:** The Grant Funds were awarded based on the GRANTEE meeting the eligibility conditions specified in the grant program's application guidelines. The GRANTEE agrees to notify the CULTURAL COUNCIL in writing of any changes to the specified conditions within 30 days of said change. The COUNTY shall review any changes and shall accept or reject said change within its sole discretion. If deemed necessary, the COUNTY shall terminate the Agreement.

#### **ARTICLE IV**

##### **EXECUTIVE DIRECTOR APPROVAL REQUIRED**

- 4.1 AGREEMENT/APPROVAL AND AMENDMENT:** This Agreement and all amendments thereto must be approved and executed by the Executive Director of the TOURIST DEVELOPMENT COUNCIL, as delegated by the Board of County Commissioners of Palm Beach County, Florida and shall not take effect until so approved.

#### **ARTICLE V**

##### **PUBLIC ENTITY CRIMES**

- 5.1 PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor 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 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).
- 5.2 SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**5.3 PUBLIC RECORDS:** The GRANTEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE'S place of business.

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

- (A) Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- (B) Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 GRANTEE 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.
- (C) 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 GRANTEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

- (D) Upon completion of the Agreement, the GRANTEE shall transfer, at no cost to the COUNTY, all public records in possession of the GRANTEE unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the GRANTEE transfers all public records to the COUNTY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically by the GRANTEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the GRANTEE to comply with the requirements of this section 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. GRANTEE 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'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.**

**5.4 GRANT AGREEMENT SUBMISSION:** GRANTEE shall execute the Grant Agreement through an approved County Electronic Signature Software. If Grantee is unable to access the approved software Grantee shall submit three (3) signed copies of the Grant Agreement, with approved signatures, within thirty (30) days of the first day of the EVENT. If the GRANTEE fails to timely submit the required copies of the Grant Agreement, the COUNTY may decline to review and execute the Grant Agreement.

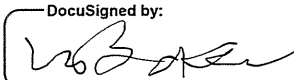
**5.5 COUNTERPARTS:** The Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. The GRANTEE shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

[This space intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Executive Director of the Tourist Development Council of Palm Beach County, Florida, has made and executed this Grant Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

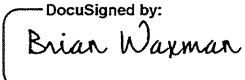
**PALM BEACH COUNTY, FLORIDA:**

**PALM BEACH COUNTY:**

By:  Date: 11/7/2022  
DocuSigned by: 882AFC0D2C19455...

Verdenia Baker, for Executive Director  
Tourist Development Council

**GRANTEE ORGANIZATION:**

By:   
DocuSigned by: DE0DA93180C2449...

Brian Waxman  
Name/Title (Print)

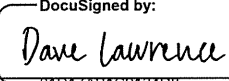
**APPROVED AS TO TERMS AND CONDITIONS:  
TDC PALM BEACH COUNTY**

By:   
DocuSigned by: 892A8ED81551401...  
Joan Hutchinson, Contracts & Grants Coordinator

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY: COUNTY**

By: ybh   
DocuSigned by: 03FF141A0314455...  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS: CULTURAL COUNCIL OF  
PALM BEACH COUNTY, INC.**

By:   
DocuSigned by: 81D17AB1C9124D8...  
Dave Lawrence, President and CEO

## Exhibit A

### Loggerhead Marinlife Center

Loggerhead Marinlife Center (LMC) will increase its annual visitors (70% of whom are out of county) and apply grant dollars to support marketing/advertising, media sponsorship opportunities, travel/supplies, and out-of-county marketing expenses. LMC provides an educational and cultural experience for visitors of all ages and backgrounds. Focusing on the belief that individuals should have equal access to education, the Center welcomes guests free of charge. Visitors can explore LMC's One Ocean Hall, Coastal Ecosystems and Outdoor Sea Turtle Hospital. The organization recently completed a capital expansion with the its Grand Opening in March 2022.

LMC's Signature Events for 2022/23 include the Go Blue Awards (October 2022), Hike2O (Spring 2023), TurtleFest (April 2023), Seminole Invitational Golf Tournament (Summer 2023), and Run4TheSea (Summer 2023). In addition to LMC's Signature Events, LMC will hold the following programs on campus or nearby at the Juno Beach Pier, which the Center operates: Self-Guided Beach Cleanups, Early-access Tours, Public Guided Tours, Private Guided Tours, Evening Guided Tours, American Sign Language (ASL) Days, Sensory Saturdays, By the Sea Lecture Series, Film screenings, Sunrise Nest Excavations, Turtle Walks, Hatchling Releases, Hammock Hikes, Jr. Vet Lab, Jr. Research Lab, Marine Life Feedings, ArtSEA Kids Paint Class, Hatchling Tales, Living Beaches, Little Naturalists, on-campus and community festivals (Earth Day, etc.), Kids Fishing Program, Amphitheater Discovery Shows and Eco-Adventure Series.

In addition to programs and events, LMC plans to conduct virtual and in person outreaches, underwater cleanups, micro-community events, and expand its Project SHIELD initiatives locally, nationally, and internationally. Throughout the grant cycle, virtual programming will include Virtual Tours, Virtual Field Trips, and open-access, digital teacher resources.

		Category B - Cultural Tourism							
		INCOME/EXPENSE BUDGET							
Grantee Name:		Loggerhead Marinelife Center, Inc.							
Program Budget Detail: October 1, 2022 to September 30, 2023 (Grant Fiscal Year)	Allocation of Category Grant Funds (Grant Award)	Other Program Funds (Include program matching funds)	Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]	All Other Organization Operating Income and Expenses	Total Organization Operating Budget [E=C+D]	% of Total	In-Kind Support** (Amount included in "E" total)		
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)		
Personnel: <i>Admin/Tech/Artistic</i>	-	337,666	337,666	283,230	620,896	8.6%			
Personnel: <i>Marketing (50% of allowable)</i>	93,234	120,000	213,234	-	213,234	3.0%			
Outside Professional Services: <i>Artistic</i>	8,000	-	8,000	46,500	54,500	0.8%			
Outside Professional Services: <i>Marketing/PR</i>	-	-	-	-	-	-			
Outside Professional Services: <i>Other</i>	-	9,800	9,800	195,800	205,600	2.9%			
Space Rental for Program	-	-	-	-	-	-			
Rent/Mortgage	-	-	-	50,483	50,483	0.7%			
Marketing/Advertising	75,000	12,534	87,534	223,303	310,837	4.3%			
Travel/Supplies/Other	50,000	335,000	385,000	291,935	676,935	9.4%			
All Other Remaining Operating Expenses	-	-	-	5,070,077	5,070,077	70.4%			
<b>TOTAL EXPENSES*</b>	<b>\$ 226,234</b>	<b>\$ 815,000</b>	<b>\$ 1,041,234</b>	<b>\$ 6,161,328</b>	<b>\$ 7,202,562</b>	<b>100%</b>	<b>\$ -</b>		
N/A (not funded by Tourist Development Fund)		*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue									
Admissions (Tickets/Subscriptions) Revenue					-	-			
Membership Revenue					-	-			
Contracted Services Revenue				505,279	505,279	7.0%			
Other Revenue			465,000	3,289,083	3,754,083	52.1%			
Corporate Contributions				815,500	815,500	11.3%			
Foundation Grants			200,000	291,466	491,466	6.8%			
Other Private Support			150,000	1,000,000	1,150,000	16.0%			
Government Grants (Federal)					-	-			
Government Grants (State)				250,000	250,000	3.5%			
Government Grants (Local)				10,000	10,000	0.1%			
<b>TDC Grant Award Amount</b>	(Matches total of column A above)		226,234		226,234	3.1%			
Grantee Cash-Budget shortfall/(surplus)***						-			
<b>TOTAL REVENUES*</b>			<b>\$ 1,041,234</b>	<b>\$ 6,161,328</b>	<b>\$ 7,202,562</b>	<b>100%</b>	<b>\$ -</b>		
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.)		\$	-	\$	(0)	\$	(0)		
**Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				***Explain sources/uses of Cash shortfall/surplus on worksheet (tab 4)					



**In-Kind Explanation FY22-23**

<b>Grantee Name:</b>	
<b>In declaring any "In-Kind" Revenue, please describe details below:</b>	
<b>Personnel: Admin/Tech/Artistic:</b>	N/A
<i>Neither volunteer hours nor donated salaries are recognized as "In-Kind"</i>	
<b>Personnel: Marketing (50% of allowable):</b>	N/A
<i>Neither volunteer hours nor donated salaries are recognized as "In-Kind"</i>	
<b>Outside Professional Services: Artistic</b>	
<b>Outside Professional Services: Marketing/PR</b>	
<b>Outside Professional Services: Other</b>	
<b>Space Rental for Program:</b>	
<b>Rent/Mortgage:</b>	
<b>Marketing/Advertising:</b>	
<b>Travel/Supplies/Other:</b>	
<b>Remaining Operating Expenses:</b>	

**Shortfall or Surplus Explanation FY22-23**

**Grantee Name:**

**Shortfall Explanation:**

If Income/Expense creates a net **shortfall (loss)**, please provide a short explanation of the source of funds (listed under "Applicant Cash") that will be used to cover that planned shortfall.

**Shortfall:**

**Surplus Explanation:**

If Income/Expense creates a net **surplus**, please provide a short explanation of the planned use of those surplus funds (listed under "Applicant Cash").

**Surplus:**

## Exhibit C

### Category B

The final determination as to whether an item identified in the Project Budget is an allowable or disallowable expense shall be made solely by Cultural Council and GRANTEE agrees to abide by and be bound by any such determination.

### ALLOWABLE/DISALLOWABLE EXPENSES (Exhibit C)

Allowable Expenses – Those which may qualify for reimbursement include, *but are not limited to*, the following:

1. Professional in-house marketing staff; up to 50% of adjusted salary (gross salary less *vacation, sick, personal, bereavement and holidays*).
2. Outside Professional Services specific to Artist fees directly related to the funded program, including travel (travel portion reimbursed under #8 below)
3. Outside Professional Services specific to Marketing and/or Public Relations directly related to the funded program
4. Outside Professional Services specific to Production and Technical expenses directly related to the funded program
5. Outside Professional Services utilized to create virtual performances exposing the cultural institution to potential visitors
6. Marketing and Advertising costs directly used on out of county marketing related to the funded program
7. Space Rental directly related to the funded program
8. Travel/supplies/other directly related to the funded program
9. Pre-payments made prior to grant period for allowable expenses directly related to the funded program, deposits required by contracts, or if there is a savings resulted, services are essential to the program, or goods or services are available only if advance payment is made and after the event occurs.

Disallowable Expenses – Those which do not qualify for reimbursement include, *but are not limited to*, the following:

1. General operating or administrative expenses; including travel, salaries and benefits not related to the funded program
2. Mortgage or rent of office building, renovation, or remodeling of facilities
3. Purchase of permanent equipment, including musical instruments
4. Fundraising, sponsorship, development, membership, annual reports, printed newsletters, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable
5. Advertising or public relations items which do not mention the specific program
6. Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition
7. Food expenses
8. Student or Intern expenses are not reimbursable
9. Any awards, prizes, or contributions
10. Any other non-program related expenses
11. Prepaid expenses, unless specified in allowable expenses
12. Postage

Client#: 1335326

131LOGGEMAR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/08/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services PO Box 4927 333 S Garland Ave 17th Fl Orlando, FL 32802-4927	<b>CONTACT NAME:</b> Priscilla Berry	
	<b>PHONE (A/C, No, Ext):</b> 407 691-9600	<b>FAX (A/C, No):</b> 888-635-4183
<b>INSURED</b> Loggerhead Marinelife Center Inc. 14200 US Highway One Loggerhead Park Juno Beach, FL 33408	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Arch Insurance Company	<b>NAIC #</b> 11150
	<b>INSURER B:</b> Benchmark Insurance Company	<b>NAIC #</b> 41394
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

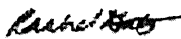
**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AAPKG0011405	11/30/2021	11/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AAUT0011405	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		AAFXS0011405	11/30/2021	11/30/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N N/A	MWC220005301	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	D&O Liability		NFP012968103	11/30/2021	11/30/2022	\$2,000,000
A	Professional Liab		AAPKG0011405	11/30/2021	11/30/2022	*See Description of Ops

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Blanket Waiver of Subrogation applies to the Workers' Compensation policy per form "Waiver of Our Right to Recover From Others" endorsement form WC00313(04/84).**

\*Professional Liability Incident Limit \$1,000,000 / Aggregate \$2,000,000  
 Sexual or Physical Abuse Liability \$1,000,000/ Aggregate Limit \$2,000,000  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners c/o Cultural Council 601 Lake Worth Ave Lake Worth, FL 33460	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

**Palm Beach County Board of Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is Included as an additional insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.**

**2022 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**Mar 01, 2022**  
**Secretary of State**  
**8724479850CC**

DOCUMENT# 769841

**Entity Name:** LOGGERHEAD MARINELIFE CENTER, INC.

**Current Principal Place of Business:**

14200 US HIGHWAY 1  
JUNO BEACH, FL 33408

**Current Mailing Address:**

14200 US HIGHWAY 1  
JUNO BEACH, FL 33408 US

**FEI Number:** 59-2445926

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

VAN HOUTAN, DR. KYLE  
14200 US HIGHWAY 1  
JUNO BEACH, FL 33408 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: DR. KYLE VAN HOUTAN

03/01/2022

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title SECRETARY  
Name MARCUS, KAREN  
Address 14200 US HIGHWAY 1  
City-State-Zip: JUNO BEACH FL 33408

Title COO  
Name HANNON, TIMOTHY  
Address 14200 US HIGHWAY 1  
City-State-Zip: JUNO BEACH FL 33408

Title BOARD CHAIRMAN  
Name WAXMAN, BRIAN  
Address 14200 US HIGHWAY 1  
City-State-Zip: JUNO BEACH FL 33408

Title TREASURER  
Name STANDISH, BEAU  
Address 14200 US HIGHWAY 1  
City-State-Zip: JUNO BEACH FL 33408

Title CFO & CO-INTERIM DIRECTOR OF DEVELOPMENT  
Name FARMER, CAITLIN  
Address 14200 US HIGHWAY 1  
City-State-Zip: JUNO BEACH FL 33408

Title VC  
Name BRECHTER, MONIQUE  
Address 14200 US HIGHWAY 1  
City-State-Zip: JUNO BEACH FL 33408

Title PRESIDENT & CEO  
Name VAN HOUTAN, DR. KYLE  
Address 14200 US HIGHWAY 1  
City-State-Zip: JUNO BEACH FL 33408

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CAITLIN FARMER

CFO & CO-INTERIM  
DIRECTOR OF  
DEVELOPMENT

03/01/2022

Electronic Signature of Signing Officer/Director Detail

Date