A gonda Ttom #.	3DD2
Agenda Item #:	

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Department	09/19/2023	[X]	Consent Ordinance	[]	Regular Public Hearing				
Submitted By:	TOURIST DEVELOPMENT COUNCIL								
Submitted For:	TOURIST I	EVEL	OPMENT COUNC	<u>n</u>					

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Agreement (R2022-1017) with the Cultural Council of Palm Beach County, Inc., (CULTURAL COUNCIL) for the provision of services under the County's Tourist Development Plan for a total amount of \$17,391,221 during the period of October 1, 2023, through September 30, 2024.

Summary: The First Amendment (Amendment) deletes obsolete references to a line-item budget and non-electronic accounting procedures and adds language to allow for advance payment of services when it will result in a competitive advantage, include training and professional education as operating expenses, include staff training and development as one of CULTURAL COUNCIL's responsibilities, and increases CULTURAL COUNCIL's deadlines for seeking certain reimbursements from 45 and 60 days to 90 days. The Amendment updates for Fiscal Year 2024, Exhibit "A" – Annual Budget, for an amount not to exceed \$4,712,223 in contractual services, \$7,563,842 in County direct and indirect costs (CAT B Grants and CII Grants), and \$5,115,156 in reserves, for a total of \$17,391,221, Exhibit "E" - Performance Measures, Exhibit "H" – Organizational Chart, Exhibit "J" – Insurance, Exhibit "M" – Overhead, and Exhibit "N" – Diversity Schedule. The Amendment has been approved by the Tourist Development Council Board. Countywide (YBH)

Background and Justification: Under the current Agreement, CULTURAL COUNCIL develops and implements an Annual Marketing Plan to promote tourism. The County provides funding through bed tax dollars to promote tourism. All expenditures by CULTURAL COUNCIL under the Agreement must be made in accordance with the Annual Budget, which is attached as Exhibit "A" to the Agreement, from funds appropriated annually by the County. The Agreement is for five years, through September 30, 2027, and the Amendment updates the Agreement's Annual Budget for Fiscal Year 2024. The Amendment adopts new Exhibits "A" (Annual Budget), Exhibit "E" (Performance Measures), Exhibit "H" (Organizational Chart), Exhibit "J" (Insurance), Exhibit "M" (Overhead), and Exhibit "N" (Diversity Schedule).

Attachment:		
1. First Amend	dment with Exhibits A, E, H, J, M and N (2)	
Recommended by:	Department Director Date: 7 20 23	
Approved By:	County Administrator Date: 8/42/23	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2028	2027	2028
Capital Expenditures					
Operating Costs	\$17,391,221	TBD	TBD	TBD	TBD
External Revenues			,		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$17,391,221	TBD	TBD	TBD	TBD
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Does this item include the use of federal funds? Yes X No No X
Budget Account No.: Fund 1455 Dept 710 Unit Object Reporting Category
 B. Recommended Sources of Funds/Summary of Fiscal Impact: Local Option Bed Tax. C. Department Fiscal Review:
III. REVIEW COMMENTS
A. OFMB Fiscal and/or Contract Administration Comments:
The Mate 11/2023 OFMB Contract Dev. and Control Del 2/11/23
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.

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

THIS FIRST AMEND	MENT (Amendment) is made and entered into this
day of, 2	2023, to the Agreement dated September 13, 2022 (Agreement)
(R2022-1017), by and between	Palm Beach County, a political subdivision of the State of
Florida, by and through its Boar	rd of County Commissioners (COUNTY), and the Cultural
Council of Palm Beach County,	Inc (CULTURAL COUNCIL) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and CULTURAL COUNCIL entered into the five-year Agreement whereby CULTURAL COUNCIL develops and implements an Annual Marketing Plan for attracting cultural tourism in Palm Beach County; and

WHEREAS, the Agreement requires an amendment to provide for certain revised Exhibits; and

WHEREAS, the Parties desire to amend certain provisions of the Agreement, as provided herein; and

WHEREAS, the Parties have agreed that this Amendment is in the best interest of CULTURAL COUNCIL and the COUNTY's Tourism promotion program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree, as follows:

- 1. Section 20 of the Agreement is deleted in its entirety and replaced with the following:
- 20. 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. In consideration for the COUNTY's payments to the CULTURAL COUNCIL pursuant to this Agreement, the CULTURAL COUNCIL shall provide the COUNTY with the Sponsorship Benefits Package described in Exhibit "C," attached hereto and incorporated herein by reference.

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 for building overhead not to exceed 5% of contract budget billed quarterly, following the CULTURAL COUNCIL's determination that goods and services have been properly provided, and upon submission of a quarterly building overhead statement and invoice from 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 reimbursements are authorized goods or services for building overhead covered by such invoice has been provided or performed in accordance with such authorization and shall be maintained by the CULTURAL COUNCIL for audit should the Executive Director of the TDC request. 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 and 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 shall not reimburse Agency unless and until the Clerk and Comptroller's Office pre-audits payment invoices in accordance with this Agreement, and subject to the conditions, if any, attached to said approval. In cases where a question of reasonableness or necessity of an expenditure arises during expenditure review, the TDC Executive Director has authority to determine reasonableness and/or necessity which shall be indicated by approval or denial of the reimbursement request. Any unresolved questioned approvals or denials concerning reasonableness and necessity will be resolved by the County Administrator.

Where Agency is able to establish that payment of an expenditure in advance will provide a competitive advantage, cost savings or a discount, and where the County Administrator or designee has approved a direct payment of such expenditure, prepayment at time of booking or invoicing shall be permitted and reimbursement shall be provided at, or immediately after the time of prepayment, and recorded in the fiscal year of payment. These prepayment type purchases include typical advertising, reservations for space, booking for trade shows and conventions, marketing services, marketing agreements with national tourism industry groups and meeting planner associations. Securing billboard, airport or transportation terminal advertising in advance is included under this process.

Airline travel and hotel reservations are eligible for reimbursement when the travel and related travel expenses can be justified to provide a cost savings to the organization when meeting with travel writers, tour brokers, or other persons

connected with the tourist industry, and while attending or traveling in connection with travel or trade shows.

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". In consideration for the COUNTY's payments to the CULTURAL COUNCIL pursuant to this Agreement, the CULTURAL COUNCIL shall provide the COUNTY with the Sponsorship Benefits Package described in Exhibit "C," attached hereto and incorporated herein by reference.

In the event Agency encounters unanticipated necessary expenses in performing services to be provided by Agency under this Agreement, Agency may request said expenses to be included on an amended Exhibit "A" for reimbursement by COUNTY from available tourist tax revenue reserves. In order to do so, an agenda item shall be submitted to the TDC Executive Director who shall submit same to the TDC budget committee for recommendation and thereafter to the TDC for approval or denial. If the TDC approves the request, the Executive Director of the TDC shall process the agenda item for the Board of County Commissioners' approval or denial. In addition, the County Administrator has the discretion to advance the request to the Board of County Commissioners without the concurrence of the TDC budget committee or TDC. COUNTY shall consider but shall not be obligated to grant said request.

2. In Section 24.A of the Agreement, the paragraph titled "Operating Expenses" is deleted in its entirety and replaced with the following:

<u>Operating Expenses</u>: 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; staff training and education; audit and legal expenses; insurance coverages.

3. Section 24.B 2) of the Agreement is deleted in its entirety and replaced with the following:

B. Fiscal Responsibility

CULTURAL COUNCIL shall perform the following services:

- 2. Hire, supervise, train, develop, and direct all of the CULTURAL COUNCIL's employees and personnel unless defined specifically in this Agreement.
- 4. Section 24.D of the Agreement is deleted in its entirety and replaced with the following:

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 the original check distribution 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 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.
- 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 ninety (90) days after the expenses are incurred. Any expenses after 90 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.
- 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 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 if the specific charge for which payment is requested can be verified.
- 5) Revenue Offset for Programs and Events.
 - a) Any expenses incurred for a revenue generating program or event, were 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.
- 5. Section 24.D.6 of the Agreement is deleted in its entirety.
 - 6. Exhibits "A, "E", "H", "J", "M", and "N" of the Agreement are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "E" (Performance Measures), Exhibit "H" (Organizational Chart), Exhibit "J" (Insurance), Exhibit "M" (Overhead), and Exhibit "N" (Diversity Schedule) all attached hereto and made a part hereof.

- 6. This Amendment shall become effective when executed by the Parties hereto.
- 7. All other terms and conditions of the Agreement, dated September 13, 2022, shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the day and year first written above.

ATTEST: JOSEPH ABRUZZO CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners
By: Deputy Clerk	By: Gregg Weiss, Mayor
By: Daryn Kirchfeld Daryn M. Kirchfeld, Chair	CULTURAL COUNCIL OF PALM BEACH COUNTY, INC. Docusigned by: Daw Lawrum By: By: David B. Lawrence, President and CEO
Approved as to Terms and Conditions Docusigned by: Emanuel Perry TDC Executive Director	Approved as to Form and Legal Sufficiency County Attorney

PALM BEACH COUNTY Cultural Council of Palm Beach County, Inc. Exhibit "A" Annual Budget

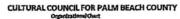
Cultural Council FY23 Contract	 Actual FY 2021	Actual FY 2022	Adopted Budget FY 2023	 Modified Budget FY 2023	 Forecast FY 2023	 Budget FY 2024
Total Cultural Council Contract Expenses	\$ 2,131,296	\$ 2,343,645	\$ 2,534,788	\$ 2,534,788	\$ 2,534,788	\$ 4,712,223
Marketing Stimulus	\$ 461,348	\$ 902,517	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ -
County Direct	\$ 237,002	\$ 318,753	\$ 395,239	\$ 395,239	\$ 418,927	\$ 413,085
CAT B Grants	\$ 2,384,624	\$ 3,975,955	\$ 4,115,286	\$ 4,115,286	\$ 4,115,286	\$ 5,144,108
CII Grants	\$ 451,718	\$ 598,077	\$ 1,084,575	\$ 1,084,675	\$ 1,084,675	\$ 2,006,649
Beach Payback	\$ ٠	\$ -	\$ 103,600	\$ 414,400	\$ 414,400	\$ -
Special Projects Payback	\$ •	\$ -	\$ -	\$ 414,400	\$ 414,400	\$ -
Total Cultural Council Expenses	\$ 5,665,988	\$ 8,138,947	\$ 10,233,588	\$ 10,958,788	\$ 10,982,476	\$ 12,276,065
Reserves	\$ 3,940,265	\$ 6,505,072	\$ 4,221,131	\$ 4,904,429	\$ 6,574,444	\$ 5,115,156

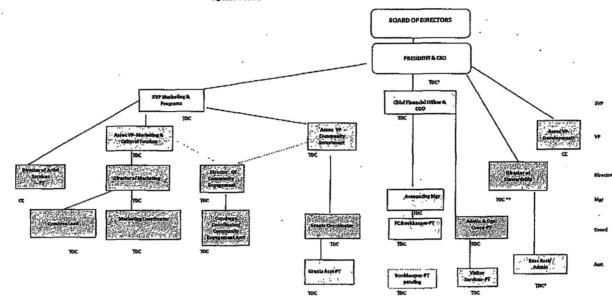
9,606,253 \$ 14,644,019 \$ 14,454,719 \$ 15,863,217 \$ 17,556,920 \$ 17,391,221

6/12/2023O:\AGENCY CONTRACTS\Agency Contracts FY2023-28\Culture\First Amendment 2023\Copy of Culture Exhibit A Template3:49 PM

Exhibit "E"
Performance Measures

Cultural Council for Palm Beach County	1 01251414410	· ·		P	alm Beach Cour	ity, FL
FY 2024 OBJECTIVES & PERFORMANCE MEASURES	Actual FY20	Actual FY21	Actual FY22	Forecast FY23	Projected FY24	Туре
Lead Palm Beach County's tourism marketing program by serving as	s expert to the cultura		ing funds and st	rategies that attract k	cey audiences.	D
Number of non-resident audiences (out-of-county)	765,802	575,979	968,375	1,065,212	1,118,472	
Number of resident audiences (in-county) ² Total number of cultural audiences	N/A 2,739,325	N/A 1,589,201	N/A 3,299,338	2,564,059 3,629,271	2,692,261 3,810,733	
Generate hotel room nights in Palm Beach County related to cultural	l tourism.					
Estimated number room nights for cultural tourists 3	194,132	132,658	225,512	248,953	260,466	Demand
Room nights for creative professionals employed by cultural organizations	14,878	4,142	13,285	14,613	15,343	Demand
Increase awareness of Palm Beach County as a cultural destination to	hrough integrated adv	ertising, market	ing and public r	elations efforts.		
Website sessions/visits (paid and organic)	285,687	764,316	813,812	900,000	950,000	Outcome
Tourism email database growth	22,045	33,932	44,686	50,000	55,000	Outcome
Partner referrals (clicks to organization or tourism agency)	22,352	60,341	72,388	75,000	80,000	Outcome
Earned PR impressions	N/A	N/A	N/A	3,000,000,000	85,310,000	Outcome
Social media impressions (organic)	N/A	N/A	N/A	500,000	550,000	Outcome
Social media followers	33,569	40,337	50,739	N/A ^s	N/A	Outcome
Utilize the Cultural Concierge program to grow high-impact cultural	tourism and meeting	/event planner le	ads.			•
Cultural Concierge program leads	598	1,072	1,457	1,300	N/A ⁶	Outcome
Expand co-op opportunities for cultural organization partners and ho	tels to increase their	reach and marke	t the destination	L.		
Co-op program packages sold	45	32	51	60	65	Outcome
Promote the Robert M. Montgomery, Jr. building as a cultural destin	ation and information	al hub for the o	ounty.			
Visitors to the Cultural Council	5,206		4,786	5,000	5,000	Demand





* TDC50%or<
** TDC25%or<
** TDC25%or<
** pertime <40

EXHIBIT J

ACORD
ACORD

DATE (MMIDD/YYYY) **CERTIFICATE OF LIABILITY INSURANCE** 10/31/2022 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(les) 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).

RODUCER STRUCE Gendelman Co., Inc.

2404 Florida Avenue

West Palm Beach FL 33401-7866 PRODUCER
Bruce Gendelman Co., Inc.
2404 Florida Avenue
West Palm Beach FL 33401-7866 INSURER(S) AFFORDING COVERAGE License#: L003035 INSURER A: Philadelphia Indemnity Ins Co 18058 INSURED COUNCIJ OF Palm Beach & County Inc. 601 Lake Ave Lake Worth FL 33460 INSURER B: Transportation Ins. Co. 20494 INSURER C : INSURER O: NSURER F: **CERTIFICATE NUMBER: 30506334** COVERAGES **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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.

TO TYPE OF INSURANCE

ADDIESTED

POLICY EFF. POLICY EFF. POLICY FOR PROPERTY OF THE POLICIES OF THE POLICY TYPE OF INSURANCE

X COMMERCIAL GENERAL LIABILITY POLICY NUMBER PHPK2453141 EACH OCCURRENCE DAVAGE TO RENTED PREMISES (Ea occurre \$ 1,000,000 CLAIMS-MADE X OCCUR \$100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY ______ PRO_____ LOC GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 OTHER: \$1,000,000 PHPK2453141 10/1/2023 10/1/2023 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS DNLY HIRED AUTOS ONLY BODILY INJURY (Per ac PROPERTY DAMAGE (Per accident) X AUTOS ONLY X X UMBRELLA LIAB X accur PHUB828694 10/1/2022 10/1/2023 \$5,000,000 EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE \$5,000,000 DED X RETENTIONS 10 DOD WORKERS COMPENSATION AND EMPLOYERS LABILITY ANYPROPRIETORPARTNERSEXCUTIVE OFFICERAREMBER EXCLUDED? (Wanditor) in 181) WC434648557 X PER OTH 10/1/2022 EL EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 (yes, describe under DESCRIPTION OF OPERATIONS belo EL DISEASE - POLICY LIMIT \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Palm Beach County is included as an Additional Insured with resp onal Remarks Schedule, may be att espects to General Liability CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Paim Beach County c/o Tourist Development Council 2195 Southern Blvd Suite 500 West Paim Beach FL 33406

Bue Gendelman

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ACORD 25 (2016/03)

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		Exhibit "M"					
	Cultural Council of Paim Beach County						
	Overhead Allocation to County	FTE	total				
	FYE 2024	%	sq footage	County Square footage		- .	
	Staff space						
1	Exec. Director	35%	180	63.0		dî	
2	VP Marketing & Program	85%	150	127.5		js	
3	AVP Development	0%	84	0.0		11	
4	AVP Community Investments (fika Grants)	75%	115	86.3		v]	
5	Grants Assistant	100%	46	46.0		thh	
6	AVP Marketing & Cultural Tourism	95%	115	109,3		lp .	
7	Director of Community Engagment	95%	115	109,3		tbh	•
	Director of Artist Services	0%	115	0.0		jr	
9	Director of Stewardship	25%	59	14.8		dc	
10	Marketing Coordinator	95%	46	43.7		}m	-
11	Bookkeeper l	85%	70	59.5		gr	
12	Bookkeeper II	75%	59	44,3		pending	
13	CFO	85%	128	108.8		ka	
14	Accounting Manager	75%	70	52.5		pt	
15	Accounting Clerk	90%	59			hh	
16	Visitor Services	* 100%	-	0.0		pn	
17	Receptionist/Adminstrative Assistant	50%	59			kb	
18	Activations and Event Coord	100%	46			tbh	
19	Creative Lead	95%	46			gp	
20	Director of Marketing	90%	46			um	
21	Grants Assistant/coord	90%	78	70.2		s)	
A	PR space	100%	46			lb	
8	Intern/Marketing supply storage	100%	46	45.0		pending	*
c	intern/Marketing supply storage	100%	46			pending	
Đ	Intern/Marketing supply storage	100%	46	46.0		pending	
E	Intern/Supply storage	50%	46	23,0		pending	
				-			
	Designated square footage		1,916		1,355.40	70.8%	
	Common areas		2,916		2,063.00		
	Total square footage 2nd floor & mezzanine		4,831		3,418.40	70.8%	
							allocated %
	Storage 3rd floor		842		595,80	70.8%	apply %
							estimate-archived grants, marketing and contract reimb fil
	First floor space		6,848		5,820.80	85.0%	
							estimate-Lobby, Info center, training room for grantees
	Total square footage		12,521		9,834.99	78.5%	and other agency/county related functions
					~~ ~~~ ~~		÷
	Estimated CAM			1000	03,000.00		
	County %			х	78,55%	-	not including capital reserves
	Budget Potential			\$	80,904		
	Monthly involce to County Patential			\$	6,742		
	Overhead Allocation Allowed per Contract			\$	80,904	I	
	Budget as per Exhibit A line item			\$	75,000	1	•

estimate-archived grants, marketing and contract relimb files, finance files

DocuSign Envelope ID: 2F267816-049C-450A-B573-8B7076B5E1A9

70H	Total Agency		Administrative & Clerical	Total	Total Professional		Senior Management	Diversity Schedule Organization Name: Cultural Council
288 Hispanic 4 0 4 286 288 Hispanic 4 0 4 286 28 Other 1 1 68 28 Other 1 0 1 16 28 Other 1 0 1 1006		ic 2	525 White 2 2 40%	288 Black 1 1 11% 139 Hispanic 2 2 228 280 Adèn 1 1 11% 280 Office 0 06 1 2 5 10006	2 3 3 100% sax White 4 1 5 55%	256 Black 906 257 Hitenaric 906 258 Asian 907 258 Other 908	seniory Key Female Maje Staff %	TOTAL STAFF MAY 2023
Diacx	9 3 12	2 2 0	3	Black 1 2 3 25% Hispanic 2 0 2 17% Adan 1 1 3 5% Other 0 0% 0% 7 5 12 100%	2 1 3 100%	Black	Female Male Staff %	TOTAL STAFF MARCH 2022
Hispanic 4 1 5 25% Asian 1 1 5% Other 15 5 20 100%	100 2 12	Black	П	Black 1 2 135	White 4 1 5 45%	Hispanic	Female Male Staff %	TOTAL STAFF JUNE
15 6 22 1	3 14	Hispanic 2 0 0% Asign 0 0 0% Other 5 0 5 100%	3 3	Black 1 2 334 Hispanic 2 1 1 584 Asian 1 1 684 Other 8 5 13 1006.	5 2 7	000		TOTAL STAFF JUNI
Hispanic 4 1 5 Asian 1 1 Other 15 6 21	Wishe 10 3 13 Black 1 1 2	Hispanic 2 2 Asian 0 Other 5 0 5	White 3	Disparie	White 4 2 6	Hispanic 0 Asian 0 Other 0	White 3 1 4	to Key Total <u>stantiune 2019</u>
17 4 21	White 12 1 13 Black 1 1 2	Depth Dept	White 2 2 5	1272 Cent. 1 5 2255 1573 Urbandro 2 1 5 2255 158 Ardan 1 1 685 201 Other 0 0 075 1005	White 6 1 7	Hispanic 0 Atian 0 Other 0		TOTAL STAFF JUNE 2018