PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 22, 2024 Department	[X]	Consent Ordinance	[]	Regular Public Hearing
Submitted By: TOURIST D	EVELO	PMENT COUNCIL		
Submitted For: TOURIST	DEVEL	OPMENT COUNCI	L	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: 12 fully executed Palm Beach County FY 2025 Category "CII" Grant Agreements with various grantees totaling \$1,606,649 and managed by the Cultural Council of Palm Beach County, Inc. (Cultural Council) for the promotion/marketing of cultural events. These grants were approved by the Tourist Development Council (TDC) on June 13, 2024, for the term October 1, 2024 – September 30, 2025.

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 (BCC) adopted Resolution R94-702, as amended, authorizing the County Administrator and/or the Executive Director of the TDC to enter into grant agreements with Category "CII" Cultural grantees after they have been approved by the TDC. Cultural organizations with operating budgets below \$1.175 million are eligible for Category "CII" funding. After completing an application for funding, the organizations and their programs are reviewed by a grant panel which recommends funding levels. The table included in the Background and Justification section of this agenda item, details the organizations which the Cultural Council and the TDC have approved for funding and the corresponding funding amount (which is based on grant panel scores). The grant agreements will fund events which will promote cultural tourism in Palm Beach County. Countywide (YBH)

(Continued on page 3)

Background and Justification: The Cultural Council Agreement (Resolution 94-702, as amended) was adopted by the BCC to streamline the process of promoting, marketing, and increasing cultural tourism to Palm Beach County. The BCC granted the County Administrator and/or the Executive Director of the TDC authority to execute Category "CII" Agreements. These grant agreements have been executed on behalf of the BCC by the Executive Director of the TDC in accordance with the authority delegated by the BCC and are now being submitted to the BCC to receive and file.

1. Category CII Grants with Exhibits, COI Documents and Florida Statute 787.06 Affidavits
(24)

Recommended by:

Department Director

Approved By:

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$1,606,649				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,606,649				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

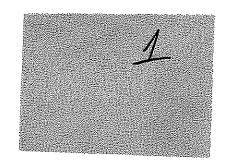
Does thi	Included in Proposed Budget? Yes X No Sem include the use of federal funds? Yes No X No Xem using State funds? Yes No X
-	Account No.: Fund 1455 Dept 710 Unit 7015 Object 8201 og Category
	Recommended Sources of Funds/Summary of Fiscal Impact: and 3rd, 5th and 6th cent bed tax funding.
C. D	Department Fiscal Review:
	III. REVIEW COMMENTS
A. C	OFMB Fiscal and/or Contract Administration Comments:
A	estelle 9/23/24 Brund & Mach 6 9/21/24
S)	OFMB Contract Dev. and Control OFMS Contract Dev. and Control OFMS Contract Dev. and Control OFMS
B. A	approved as to form and Legal Sufficiency:
	Assistant County Attorney
C. A	approved as to Terms and Conditions:
	Department Director
Т	his summary is not to be used as a basis for navment

(Continued from page 1)

Council Approved Recommended Funding	Score	2025 Grant Amount
Level 1 – 10% of Operating Revenue up to \$500,000		
Spady Cultural Heritage Museum, Inc.	93.33	\$129,766
Level 2 – Revenues between \$500,000 and \$1,174,999		
Boca Ballet Theatre Company	88.00	\$131,014
Lighthouse ArtCenter, Inc.	92.67	\$137,961
Boca Raton Philharmonic Symphonia, Inc.	91.00	\$135,480
Ballet Palm Beach, Inc	88.00	\$131,014
Ann Norton Sculpture Gardens, Inc.	85.67	\$127,540
The Lake Worth Playhouse, Inc.	90.33	\$134,488
Young Singers of the Palm Beaches, Inc.	93.67	\$139,450
Mandel Jewish Community Center of the Palm	91.67	\$136,473
Beaches, Inc.		
Centre for the Arts at Mizner Park, Inc.	89.00	\$132,503
The Chamber Music Society of Palm Beach, Inc.	93.33	\$138,954
The Historical Society of Palm Beach County	88.67	\$132,006

Grand Total (12)

\$1,606,649



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CIL

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on ________, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Ann Norton Sculpture Gardens, 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:

<u>ARTICLE I</u>

MARKETING DESCRIPTION

1.1 GRANTEE: Name: Ann Norton Sculpture Gardens, Inc.

Address: 2051 S. Flagler Drive

West Palm Beach, FL 33401

Attention: Frances Fisher

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$127,540
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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

- 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 <u>PROJECT BUDGET</u>: 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 asthe 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.

- 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, and otherdocumentation 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. GRANTEEmust 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 Grant 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.

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.

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.

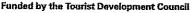
Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

2.9 <u>CREDITS</u>: 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).











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 FAMILARIZATION 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.

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 <u>COMPLIANCE</u>: 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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- 2.20 <u>WRITTEN NOTICE</u>: 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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 <u>ELIGIBILITY REQUIREMENTS</u>: 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

- 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 <u>PUBLIC RECORDS</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

24
APPROVED AS TO TERMS
AND CONDITIONS Docusigned by:
By: Joan Hutchinson 7/11/24 Joan Hutchinson
Contracts & Grants Coordinator Tourist Development Council
TEE FEDERAL TAX ID #:

Exhibit A

All special events, exhibitions and programming will take place at the Ann Norton Sculpture Gardens.

Special Events:

8th Annual Sculpture in Motion: The Art of Pre- and Post- War Automobiles Honoring Gold Star Families of Palm Beach County and Veterans and The Grand Tour Parade of Cars featuring Grand Marshal Donald Osborne. November 16, 2024

The 6th Annual Jazz & Gospel in the Gardens Concert Series Celebrating the Greats

Sécond Sunday of the month December 2024 through March 2025

Opening Celebration for New Wave Art Weekend

December, 2025

Gardens Conservancy Annual Evening of Music & Art in the Gardens Celebrating the Ann Norton Award for Philanthropy in partnership with Palm Beach Modern + Contemporary Fair and

The Palm Beach International Boat Show

March 19, 2025

Exhibitions:

Slim Aarons: Gold Coast in partnership with Getty Images presented by Lilly Pulitzer

November 15- January 26, 2025

Norton House Gallery

Female Formed in partnership with Heather James Fine Art including artists Louise Nevelson and Louise Bourgeois.

January 29 - June, 2025

Norton House Gallery

Andres Valencia Exhibition in partnership with Palm Beach Modern + Contemporary Fair

March 19 - June, 2025

Norton House Gallery & Artist Studio

Large scale outdoor garden sculpture by Jane Manus

Dates TBD

Sculpture in the Gardens

Through Our Eyes Speakers Series to include:

Chip Tom, Curator Heather James Fine Art celebrating Female Formed and Women's History Month

Exhibit A

March, 2025

Norton House Gallery

Serenity in the Gardens Tours and Talks to include:

Ann Norton Sculpture Gardens Master Gardener in Residence Tours & Talks with CJ McCartney

Second Friday of the month, October - June, 11 am

Orchid House Plaza and Gardens

Conservation Conversation Lecture Series exploring current topics on conservation, sustainability and restoration of Florida's natural resources with the state's leading conservation groups. Starting with a state-wide perspective, it then brings the focus to Palm Beach County and the surrounding region.

Monthly, January - April

Ann Norton Sculpture Gardens is committed to fostering a vibrant cultural destination accessible to a diverse audience. Tourist Development grant support allows us to implement a multi-pronged marketing and public relations strategy that prioritizes earned media, strategic partnerships and visitor engagement.

Public Relations Focus: For nine years, we have partnered with an external marketing and PR firm to amplify our voice and solidify ANSG as a premier tourist destination. Our strategic outreach expands beyond Palm Beach County, attracting visitors from across the region and throughout the world.

Targeted Social Media Engagement: ANSG employs a thoughtful and measured approach to social media, engaging our audience and promoting our offerings.

Targeted Advertising: Print placements in high-profile tourist publications, strategic web and social media campaigns, and television advertising.

Expanded Distribution: Distribution of brochures and rack cards through hotels, visitor centers, turnpike rest stops, and tourism literature hubs across the region.

Palm Beach Modern + Contemporary Partnership: ANSG serves as a distinguished off-site venue for Palm Beach Modern + Contemporary. This collaboration enhances our visibility and provides a magnificent setting for world-class art exhibitions. ANSG becomes an extension of the fair experience, offering engaging events for art collectors and enthusiasts.

Exhibition Opening Events: Events held at ANSG during Palm Beach Modern + Contemporary include artist meet-and-greets, vendor showcases, and client interactions, allowing us to broaden our reach and connect with new audiences.

Strategic Media Partnerships: Carefully selected media placements offer valuable exposure for ANSG, extending beyond local markets and providing benefits to our media partners.

Exhibit A

Audience Expansion: Over the past year, ANSG has successfully expanded its audience base by 50%. This growth is attributed to innovative programming, outreach to underserved communities, and a heightened focus on cultural, horticultural, and preservation enthusiasts.

Digital Growth:

Social Media: ANSG's Instagram following has quadrupled in the past four years, and our digital subscriber base has doubled within the same timeframe. We anticipate continued exponential growth in the coming years.

Capital Improvements: A recent \$4 million investment has revitalized the Norton House, Artist Studio, and the nine monumental sculptures on our grounds. Furthermore, plans for a new indoor classroom, catering kitchen, and archival storage facility will allow us to offer year-round educational programs for all ages, regardless of weather conditions.

By implementing these comprehensive marketing and public relations strategies, ANSG is well-positioned to attract a wider audience, solidify its reputation as a cultural treasure, and ensure accessibility for all.

CULTURAL COUNCIL FY 2024/2025

CULTURAL TOURISM DEVELOPMENT FUND Category Cll - Cultural Marketing INCOME/EXPENSE BUDGET

Grantee Name: Ann Norton Sculpture Gardens, Inc.							
	io seinmeilla		» Total Program	All Other	Total	% of	In-Kind
	Category	Funds	Budget	Organization	Organization ⊹	Total	Support** (Amount
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant	Grant Funds	(include program matching funds)	(ALL Exhibit A Income/ Expense)	Operating Income and	Operating		included in "E"
Fiscal Year)	(Eugala Ciarry	maiching runday	[C= A + B]	Expenses	Budget (E=C+D)		total)
			100000000000000000000000000000000000000			1-17	
					100		
Expenses	运动(A)等等	等等等(B)等等系	(C)	(D) 1/2	£855,55 (E) ≥50.66	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A		m	285,000	285,000	24.3%	
Personnel: Marketing (50% of allowable)			-		44.	-	
Outside Professional Services: Artistic	13,000	10,000	23,000	20,000	43,000	3.7%	
Outside Professional Services: Marketing/PR	50,000	40,000	90,000	40,000	130,000	11.1%	
Outside Professional Services: Other	9,540	45,000	54,540	115,000	169,540	14.4%	·
Space Rental for Program			P		4		
Rent/Mortgage	N/A						
Marketing/Advertising	55,000	35,000	90,000	15,000	105,000	8.9%	
All Other Remaining Operating Expenses	N/A		-	441,460	441,460	37.6%	
TOTAL EXPENSES*	\$ 127,540	\$ 130,000	\$ 257,540	\$ STOAGO	\$ 7,774,000	700%	5 -
	a Alijiei	al Expenses inteached in	nn abovemusvægkal: o	ial IS ceveniules (in same, so	ienis elejon (Broèle)e isie	isos balano	
Revenue							
Admissions (Tickets/Subscriptions) Revenue			11,000	75,000	86,000	7.3%	
Membership Revenue			9,000	311,460	320,460	27.3%	
Contracted Services Revenue				10,000	10,000	0.9%	
Other Revenue			10,000	20,000	30,000	2.6%	
Corporate Contributions				100,000	100,000	8.5%	
Foundation Grants			50,000	50,000	100,000	8.5%	
Other Private Support			50,000	350,000	400,000	34.1%	
Government Grants (Federal)	SPERMENT SPERME					-	
Government Grants (State)					=	-	
Government Grants (Local)					_	-	
TDC Grant Award Amount	(Matches total of col	umn A above)	127,540		127,540	10.9%	
Grantee Cash-Budget shortfall/(surplus)***					M	-	
TOTAL REVENUES*			\$ 257/540	\$ 916,460	\$ 1,174,000	100%	\$
(If any amounts appear on this line, t	nen your Budget is out	o balance, Please correct.)	9 .	STATE OF THE STATE	\$	September 1997	\$
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet *Explain sources/uses of Cash shortfall/surplus on B-3 worksheet							

Exhibit B In-Kind Explanation 2024-2025

Grantee Name: Ann Norton Sculpture Gardens, Inc.
In declaring any "In-Kind" Revenue, please describe details below:
Personnel: Admin/Tech/Artistic: N/A
Neither volunteer hours nor donated salaries are recognized as "In-Kind"
Personnel: Marketing (50% of allowable): N/A
Neither volunteer hours nor donated salaries are recognized as "In-Kind"
Outside Professional Services: Artistic
None ·
Outside Professional Services: Marketing/PR
None
Outside Professional Services: Other
None
Space Rental for Program:
N/A
Rent/Mortgage:
N/A
Marketing/Advertising:
None
Remaining Operating Expenses:
None

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grante	e Name:	Ann Norton Sculpture Gardens, Inc.
		Shortfall Explanation:
		ites a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "Aper that planned shortfall.
Shortfall:	None	y that parmod shoraus.
		,
•		
	· · · · · · · · · · · · · · · · · · ·	Surplus Explanation:
If Income/E	xpense crea	ates a net surplus , please provide a short explanation of the planned use of those surplus funds (list
"Applicant (
Surplus:		
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Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- · Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- · Prepaid expenses, unless specified in allowable expenses
- Postage

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OP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE HOLDER 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.

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Lake Worth, FL 33460 ACORD 25 (2016/03)

Commissioners c/o Cultural Council for Palm Beach County 601 Lake Ave

ACCORDANCE WITH THE POLICY PROVISIONS.

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AUTHORIZED REPRESENTATIVE Sun

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OP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2024

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PRODUCER

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601 Lake Ave Authorized Representative	AUTHORIZED REPRESENTATIVE					
Lake Worth, FL 33460						

ACORD 25 (2016/03)

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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

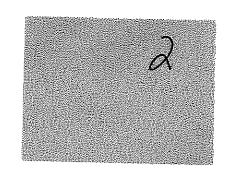
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ann Norton Sculpture Gardens, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Isignature observed or representative)	Frances Fishor, President. (printed name and title of officer or representative)
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(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CIL

FY2025 GRANT AGREEMENT

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: Boca Ballet Theatre Company

Address: 7630 NW 6th Avenue

Boca Raton, FL 33487

Attention: Dan Guin

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$131,014
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> September 8, 2025
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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 <u>PROJECT BUDGET</u>: 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.

- 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, and otherdocumentation 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. GRANTEEmust 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 Grant 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.

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 <u>CREDITS</u>: 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 FAMILARIZATION 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.

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 <u>COMPLIANCE</u>: 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 <u>AUTHORITY TO PRACTICE</u>: 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 <u>E-VERIFY - EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 <u>REMEDIES AND EXPENDITURE DEADLINE:</u>

(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.

2.19 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.

- 2.20 <u>WRITTEN NOTICE</u>: 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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.

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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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 <u>SEVERABILITY</u>: 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 <u>PUBLIC RECORDS</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:	
By: Emanul fury Date: 08/01/2024	
Emanuel Perry, Executive Director Tourist Development Council	
	APPROVED AS TO TERMS
	AND CONDITIONS Docusigned by:
	By: Joan Hetchinson 7/11/24 By: Date: Joan Hutchinson
	Contracts & Grants Coordinator Tourist Development Council
GRANTEE ORGANIZATION: GRANTI Boca Ballet Theatre Company Dan Guin By:	EE FEDERAL TAX ID #:
Dan Guin, CEO	
Legal Name/Title	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY By: Ybhi MERCHANGE APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY Ulinaveta Herman	APPROVED AS TO TERMS AND CONDITIONS: CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.
Yelizaveta B. Herman County Attorney	By: Dave Lawrence President and CEO

Exhibit A

Boca Ballet Theatre Company presents our 2024-2025 Season of Dance. Boca Ballet Theatre Company uses

our extensive dance knowledge and expertise to provide quality training of concert dance, to offer performance opportunities to our students, to present professional productions to the general public, and to

support our community with outstanding outreach programs. Our calendar is full all year long with our programs and productions. We are always working to better our cultural landscape.

October 2024- Sale and Marketing of our 2024-2025 Season of Dance

Direct mail rack cards to our mailing list as well as digital push to our extensive email list of not only patrons but families of the school of Boca Ballet Theatre.

We will also market the season heavily on social media not only on our page but our guest artists will often share to their large and diverse reach.

November 2024 – The Nutcracker – 4 public performances at Olympic Heights Performing Arts Theater November 1st, 2024– 3,000 rack cards are sent out to our mailing list and a large digital marketing campaign to our email database and social media pages

November 14th-25th- will run print ads in both the Palm Beach Post and Sun Sentinel and we run a radio .

spot on WLRN.

November 29, 2024 – 7:30pm performance

November 30, 2024 - 2:00pm performance

November 30, 2024 – 7:30pm performance

November 31, 2024 - 2:00pm performance

February 2025- Artistic Directors Summer Intensive Audition Tour

Directors audition tour to market to and audition students around the country.

We provide universities and dance schools throughout the country with materials to share with their students.

April 2025 – Coppélia 2 public performances- Countess De Hoernle Theater at Spanish River Highschool.

March 15, 2025, mail and distribute rack cards as well as a large digital marketing campaign to our email database and social media pages.

Exhibit A

First two weeks of April we will run ads in Sun Sentinel and Palm Beach Post as well as radio spots on WLRN

April 5, 2025 - 7:30pm performance

April 6, 2025-2:00pm performance

Spring 2025 – BBT4PD in studio performance – Share the Joy! For Outreach Program, BBT4PD, Dance for those living with Parkinson's disease – A Certified Dance for PD® Program.

We will market this program on our social media and website, as well as distribute information through our students.

Summer 2025 – June 2025-July 2025 Artistic Directors Intensive Performance Workshop

Marketing for this will begin at the start of the 2025 year.

February Audition tour.

We will host an audition at our space in March, 2025

Students for the program arrive from all over the country arrive at the end of June and stay for 5 weeks.

Summer 2025 – Repertory Concert performances- Countess De Hoernle Theater at Spanish River Highschool.

July 1st, 2025, mail and distribute rack cards as well as a large digital marketing campaign to our email database and social media pages.

Weeks of the 17th and the 24th of July we will run ads in Sun Sentinel and Palm Beach Post as well as radio spots on WLRN

July 26, 2025 - 7:30pm performance

July 27, 2025-2:00pm performance

September 2025 – 12th Annual College Dance Fair – Outreach Program

We send marketing materials to our large database of dance schools.

We also will market on our website.

Many of our participants find out about this program.

CULTURAL TOURISM DEVELOPMENT FUND **Category Cll - Cultural Marketing** INCOME/EXPENSE BUDGET

CULTURAL	COUNCIL
FY 2024/202	25

Grantee Name: Boca Ballet Theatre Compa	iny						
	Allocation of	Other Program	Total Program	All Other	Total	% of	In-Kind
	Category	Funds	Budget	Organization	Organization	Total	Support**
Program Budget Detail:	Grant Funds	(Include program	(ALL Exhibit A	Operating	Operating		(Amount included in "E"
October 1, 2023 to September 30, 2024 (Grant	(Grant Request)	matching funds)	Income/ Expense) [C= A+B]	Income and	Budget [E=C+D]		total)
Fiscal Year)			10-7	Expenses	[E=O+U]		
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	150,580.00	150,580	147,860.00		23.8%	
Personnel: Marketing (50% of allowable)		51,078.00	51,078	11,902.00	62,980	5.0%	
Outside Professional Services: Artistic	40,000.00	151,425.00	191,425	76,825.00	268,250	21.4%	
Outside Professional Services: Marketing/PR		18,775.00	18,775		18,775	1.5%	
Outside Professional Services: Other	8,500.00	4,000.00	12,500	18,536.00	31,036	2.5%	
Space Rental for Program	49,000.00	53,014.00	102,014	•	102,014	8.1%	
Rent/Mortgage	N/A		_	195,500.00	195,500	15.6%	
Marketing/Advertising	33,514.00	46,985.00	80,499	48,125.00		10.3%	
All Other Remaining Operating Expenses		67,599.00	67,599	79,789.00	147,388	11.8%	16,000
TOTAL EXPENSES*	\$ 131,014					100%	***************************************
N/A (not funded by Tourist Development Fund)	*(Tol	al Expenses in each colu	nn above must equal Tot	al Revenues in same co	lumn below. Budgets mu	t be balanc	ed.)
Revenue							
Admissions (Tickets/Subscriptions) Revenue			. 140,560.00		140,560	11.2%	
Membership Revenue			71,160.00		71,160	5.7%	
Contracted Services Revenue			102,182.00	396,877.00	499,059	39.8%	
Other Revenue	•		7,372.00	89,280.00	96,652	7.7%	16,000
Corporate Contributions			25,000.00		25,000	2.0%	
Foundation Grants			55,000,00	30,000.00	85,000	6.8%	
Other Private Support			133,182.00	47,380.00	180,562	14.4%	
Government Grants (Federal)					Mal		
Government Grants (State)		44-4		15,000.00	15,000	1.2%	
Government Grants (Local)			9,000.00		9,000	0.7%	
TDC Grant Award Amount	(Matches total of co	lumn A above)	131,014		131,014	10.5%	
Grantee Cash-Budget (shortfall)/surplus***			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		_	-	
TOTAL REVENUES*			\$ 674,470	\$ 578,537	\$ 1,253,007	100%	\$ 16,000
"(If any amounts appear on this line, t	hen your Budget is out	of balance (Please correct)	\$ -	\$	\$	proof	\$ -
Explain any "in-Kind" amounts listed in Column G on worksheet (tab 2)			*E	plain sources/uses of Cas	h shortfall/surplus on works	heet (tab 3)	

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:	Boca Ballet Theatre					
In declaring any '	In declaring any "In-Kind" Revenue, please describe details below:					
Personnel: Admin/Te	ech/Artistic: N/A					
	Neither volunteer hours nor donated salaries are recognized as "In-Kind"					
Personnel: Marketin	g (50% of allowable): N/A					
,	Neither volunteer hours nor donated salaries are recognized as "In-Kind"					
Outside Professiona	l Services: Artistic					
Outside Professiona	l Services: Marketing/PR					
Outside Professiona	l Services: Other					
Space Rental for Pro	dram'					
Space Remarkor Fig	grani.					
Rent/Mortgage:						
Marketing/Advertisin	g:					
de constitution of the con						
Remaining Operating Expenses:						
litems for fundraising r	affles and auctions, items for décor for front of house at performance and supplies for events.					

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	Boca Ballet Theatre
	Chadfall Cantagadlan
ff I 7r	Shortfall Explanation:
if income/Expense creat will be used to cover that	tes a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App
Shortfall:	, planticu di lottran.
N/A	
NA	
	•
	Surplus Explanation:
If Income/Expense creat Cash*).	tes a net surplus , please provide a short explanation of the planned use of those surplus funds (listed
Surplus:	
N/A	
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Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- · Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- · Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- · Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2023

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).

th	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).													
PROD	UCE	R							CONTAC NAME:	T Meghan F	limar			
The	Bead	con Group, Inc.							PHONE (A/C, No E-MAIL	. Ext): (561) 9	4-9994	FAX (A/C, No):	(561) 9	97-7087
6001	Bro	ken Sound Pkw	/y.,N.\	W.					E-MAIL ADDRES	ss: mrimar@l	eacongroupin			
Suite	500)									SURER(S) AFFOR	DING COVERAGE		NAIC#
Boca	Rai	ton						FL 33487-2730	INSURE	RA: Scottsda	e Insurance C	0.		41297
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		Boca Ba	liet Th	heatre C	ompany				INSURER C: Markel Ins. Co.					
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									INSURER E:					
		Boca Ra	ton					FL 33487	INSURE			······································		**************************************
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		KERS COMPENSA	TION								➤ PER STATUTE OTH-	у		
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B OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A		TWC4317754		10/17/2023	10/17/2024	ELL DISEASE - EA EMPLOYEE		0,000				
1	If yes, describe under DESCRIPTION OF OPERATIONS below								EL DISEASE - POLICY LIMIT	s 1,00				
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Palm Beach County Board of County Commissioners,
(continued on pg 2)
601 Lake Avenue
Lake Worth
FL 33460

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

D048332

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID:	00000595
LOC#	



ADDITIONAL REMARKS SCHEDULE

Page

The Beacon Group, inc. Boca Ballet Theatre Company POLICY NUMBER			
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POLICY NUMBER: CPS787C737

COMMERCIAL GENERAL LIABILITY CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

-	Name Of Additional Insured Person(s) Or Organization(s): PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, TOURIST DEVELOPMENT COUNCIL AND
	CULTURAL COUNCIL 6C1 LAKE AVENUE LAKE WORTH FL 33460
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ı	Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

CG 20 26 12 19

© Insurance Services Office, Inc., 2018

Page 1 of 1

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Boca Ballet Theatre Company** (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06. Florida Statutes.

Section 787.06. Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are frue and correct.

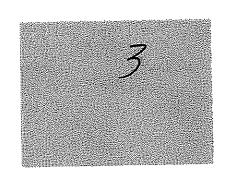
Dan Guin, CEO
(signature of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of Aphysical presence or online notarization this. Dotted day of July 2024, by Dan Guin.

Personally known of OR produced identification of the control of identification produced of the control of identification produced of the control o

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CII

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on _________, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Boca Raton Philharmonic Symphonia, 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: Boca Raton Philharmonic Symphonia, Inc.

Address: 2285 Potomac Rd.

Boca Raton, FL, 33431

Attention: Annabel Russell

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$135,480
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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

- 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 <u>PROJECT BUDGET</u>: 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.

- 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, and otherdocumentation 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 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 Grant 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.

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.

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 <u>CREDITS</u>: 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.

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 FAMILARIZATION 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

agreement or representation.

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,

- 2.14 <u>COMPLIANCE</u>: 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 <u>E-VERIFY - EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- 2.20 <u>WRITTEN NOTICE</u>: 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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.

<u>ARTICLE III</u>

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.

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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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 <u>SEVERABILITY</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:	
——DocuSigned by:	
By: Emanuel Perry Date: 08/01/2024	
Emanuel Perry, Executive Director	
Tourist Development Council	
	APPROVED AS TO TERMS
	AND CONDITIONS Docusigned by:
	By:
	Contracts & Grants Coordinator
	Tourist Development Council
Boca Raton Philharmonic Symphonia, Inc.	EE FEDERAL TAX ID #:
By: Annabel Russell	
Annabel Russell, Executive Director	
Legal Name/Title	
APPROVED AS TO FORM AND LEGAL	APPROVED AS TO TERMS AND
SUFFICIENCY: COUNTY Docussigned by:	CONDITIONS: CULTURAL COUNCIL OF
Ullia out to the west	PALM BEACH COUNTY, INC.
Dy. <u>Lat.</u> 80/F514140314455	DocuSigned by:
Yelizaveta B. Herman County Attorney	By: Vave Lawrence
County Auditor	Dave Lawrence, President and CEO

Exhibit A

The 2024-25 artistic season marks The Symphonia's 20th anniversary as a performing arts organization. South Florida's premier chamber orchestra, The Symphonia will once again showcase world-famous conductors, soloists, and a talented core orchestra that can contract or expand depending upon the program content. Not just another orchestra, The Symphonia is praised by critics and audiences alike for its bold repertoire that sets it apart from the large national touring companies that typically present more traditional music choices. The Symphonia's carefully curated repertoire is a unique balance of beloved classical pieces and exciting contemporary works. The 2024-25 season will include a sampling of music written by and/or performed by underrepresented artists.

From November 2024 to April 2025, the Symphonia will perform three Sunday afternoon concerts. These Sunday concerts are the orchestra's artistic centerpiece and the gateway to The Symphonia's additional programs for adults, children, and families. For this 20th anniversary season, The Symphonia will also present two date night concerts to be conducted by The Symphonia's Principal Conductor and Artistic Advisor Alastair Willis, and one Holiday Pops concert.

The Symphonia will use CII funding to help offset some of the operating and marketing expenses of the following concerts and programs:

SUNDAY AFTERNOON CONCERTS:

November 17, 2024, 3:00 p.m. Roberts Theater, Boca Raton: Season opener concert to be conducted by Alastair Willis, The Symphonia's Principal Conductor and Artistic Advisor, and featuring violinist soloist Andrés Cárdenes. The program will include works by Stephenson, Vieuxtemps, and Stravinsky.

January 12, 2025, 3:00 p.m. (NEW VENUE for The Symphonia) St. Gregory's Episcopal Church, Boca Raton: Concert to be conducted by James Judd, featuring guitar soloist Jason Vieaux. The program will include works by Danielpour, Zyman, and Beethoven.

February 9, 2025, 3:00 p.m. St. Gregory's Episcopal Church, Boca Raton: Concert to be conducted by Carolyn Kuan, featuring bassoon soloist Gabriel Beavers and organ soloist Tim Brumfield. The program will include works by Kodaly, Zwilich, and Mozart.

EVENING CONCERTS:

Saturday, December 7, 2024, 7:00 p.m., Mizner Park Amphitheater, Boca Raton: An all-inclusive Holiday Pops Concert conducted by Jacomo Bairos and presented by the City of Boca Raton

Exhibit A

Saturday, March 29, 2025, 7:00 p.m., (NEW VENUE for The Symphonia) The Studio at Mizner Park, Boca Raton: A New Directions concert conducted by Alastair Willis, titled, "Neighboring Bach." New Directions concerts combine great music with theater, visual elements, and storytelling to create a concert format with its own contemporary twist. In this concert audience members will "time travel" to Germany 1723, and "meet" Johann Sebastian Bach

Tuesday, April 29, 2025, 7:00 p.m., The Studio at Mizner Park, Boca Raton: Concert to be conducted by Alastair Willis, featuring works by Holst, J. Montgomery, Jacobsen, and Tchaikovsky.

The Studio venue has a smaller seating capacity than Roberts Theater and St. Gregory's Church. Depending upon seat availability and audience demand, the New Directions concert on March 29 at The Studio and the April 29th concert that will be performed at The Studio, can be repeated twice in the same day at The Studio.

MARKETING THE 2024-25 SEASON:

The Symphonia outsources its marketing/advertising/communications/social media needs to two local companies: the Buzz Agency Public Relations and Rose Marcom Marketing and Communications. Tourist Development grant dollars will be used to market the 2024-25 season to existing patrons through direct mail pieces, advertising in print and radio and on social media sites. The Symphonia's marketing plan also employs different approaches to specifically reach out to new younger and more diverse audience members, and to residents and visitors from outside of Palm Beach County.

One new marketing strategy will take advantage of the fact that three out of four of The Symphonia's 2024-25 concert venues are in the busy Mizner Park area and within walking distance of the Brightline high-speed rail station in Boca Raton. Marketing efforts will build on Brightline access as a way of attracting out-of-county audience members who might choose to skip the drive and enjoy the freedom of traveling by train to the concert, with dinner in Mizner Park before or after. For some concertgoers who are traveling by train, the evening could include a hotel stay in Boca Raton.

CULTURAL TOURISM DEVELOPMENT FUND Category Cil - Cultural Marketing INCOME/EXPENSE BUDGET

CULTURAL COUNCIL FY 2024/2025

Grantee Name:	Boca Raton	Philharmonic Syr	nphonia, inc				
	Alietalion of	Other Program	foldi Prigram	All Other	Total	% of	IreKind
Program Budget Detail:	Category	Funds	Bydget	Organization	Organization	Total	Support** (Amount
October 1, 2024 to September 30, 2025 (Grant	Grant Funds	(Include program matching funds)	(ALL Exhibit A Income/ Expense)	Operating Income and	Operating Budget		rAmedin Included in "E"
Fiscal Year)			[C=A+B]	Expenses	E=C+D		(otal)
					排制 高高 电电影		
5							
Expenses Personnel: Admin/Tech/Artistic	(A)	(B)	35(C)学	(D)	(E)	(F) %	<i>⊠સ</i> ત(G)
***************************************	N/A	148,829	148,829		148,829	24.1%	
Personnel: Marketing (50% of allowable)			34		**	не	
Outside Professional Services: Artistic	105,480	117,505	222,985		222,985	36.1%	
Outside Professional Services: Marketing/PR	20,000	34,570	54,570		54,570	8.8%	
Outside Professional Services: Other		60,598	60,598		60,598	9.8%	
Space Rental for Program		22,010	22,010		22,010	3.6%	·
Rent/Mortgage	N/A	3,000	3,000		3,000	0.5%	
Marketing/Advertising	10,000	40,000	50,000		50,000	8.1%	
All Other Remaining Operating Expenses	N/A	56,333	56,333		56,333	9.1%	
TOTAL EXPENSES*	S NORTH			存在的存在的现在分词 医克尔斯氏征	\$ 618,325	100%	
	10 a 4 a 4 a 4 a 4 a 4 a 4 a 4 a 4 a 4 a	al Expenses in each colum	in above must equal To	al Revenues in same, so	isirinabeloy/aBsingels/mili	de balanc	o(6 ₀)
Revenue							Habbare in the
Admissions (Tickets/Subscriptions) Revenue	Programme and the		115,000		115,000	18.6%	
Membership Revenue			_		₩		
Contracted Services Revenue			40,000		40,000	6.5%	
Other Revenue			121,500		121,500	19.6%	
Corporate Contributions			20,000		20,000	3.2%	
Foundation Grants			87,000		87,000	14.1%	,,,,
Other Private Support			71,500		71,500	11.6%	
Government Grants (Federal)			-				
Government Grants (State)			-		#		
Government Grants (Local)			10,000		10,000	1.6%	
TDC Grant Award Amount	(Matches total of col	ımn A above)	135,480		135,480	21.9%	
Grantee Cash-Budget shortfall/(surplus)***			17,845		17,845	2.9%	
TOTAL REVENUES*			\$ (4) 1825;	S	5 618,325	100%	S
"(If any amounts appear on this line) t	ien yaur Budger is out	Thalance Please coneet		\$ i	SHAME THE TAXABLE TO SHAME THE TAXABLE TO SHAME THE TAXABLE TO SHAME THE TAXABLE TO SHAME THE TAXABLE TAXABLE TO SHAME THE TAXABLE TAX	SAMBLE ENGINEER B	8
**Explain any "in-Kind" amounts listed in Column G on B-2 worksheet	200700			ivolain pourcestures of Co.	sh shortfall/surplus on B-3 v		

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:					
In declaring any '	'In-Kind" Revenue, please	e describe details below:			
Personnel: Admin/Te	ch/Artistic:	N/A			
	Neither volunteer hours nor dona	ated salaries are recognized as "In-Kind"			
Personnel: Marketing	g (50% of allowable):	N/A			
Neither volunteer hours nor donated salaries are recognized as "In-Kind"					
Outside Professiona	l Services: Artistic				
		,			
Outside Professiona	Services: Marketing/PR				
Outside Professiona	Services: Other				
Space Rental for Pro	dram:				
Rent/Mortgage:					
Marketing/Advertisin	g:				
Remaining Operating	g Expenses:				

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	Boca Raton Philharmonic Symphonia, Inc.
	Shortfall Explanation:
If Income/Eypense create	es a net shortfall (loss), please provide a short explanation of the source of funds (listed under "App
will be used to cover that	planned shortfall.
Shortfall:	
The currently projecte	ed shortfall of \$17,845 will be covered by The Symphonia's cash reserves.
	Surplus Explanation:
If Income/Expense creat Cash").	tes a net surplus, please provide a short explanation of the planned use of those surplus funds (listed
Surplus:	
1	
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Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events,
 private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses
 related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2023

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 co	ertific	ate holder in lieu of such							
PRODUCER				CONTACT Rachel Hatton						
Brown & Brown of Florida, Inc.				PHONE (386) 239-5785 FAX (A/C, No.): (386) 239-5729						
P.O. Box 2412				EMAIL Rachel.Hatton@bbrown.com						
					INS	URER(S) AFFOR	DING COVERAGE		NAIC#	
Daytona Beach			FL 32115-2412	INSURE	RA: Wesco In	surance Comp	any		25011	
INSURED				INSURE						
Boca Raton Philharmonic Sympl	nonia,	inc		INSURE	RC:					
2285 Potomac Rd				INSURE	RD:					
				INSURE	RE:					
Boca Raton			FL 33431	INSURE						
COVERAGES CER	TIFIC/	ATE I	NUMBER: CL239228058				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 PO	LICIES	S. L.IM	ITS SHOWN MAY HAVE BEEN	REDUC	ED BY PAID CL	AIMS.				
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
COMMERCIAL GENERAL LIABILITY						.1.,	EACH OCCURRENCE	\$ 1,000	000,(
CLAIMS-MADE X OCCUR		:					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	000,000	
Commonwood [5-4] Coccin							MED EXP (Any one person)	\$ 20,00	00	
A	[WPP1885194 03		09/28/2023	09/28/2024	PERSONAL & ADV INJURY	s 1,000	000,	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s 3,000,000		
POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$ 3,000	0,000	
OTHER:							Sexual or Phys Abuse	\$ 3,000	0,000	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
ANYAUTO							BODILY INJURY (Per person)	\$		
OWNED SCHEDULED							BODILY INJURY (Per accident)	\$		
AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$		
AUTOS ONLY AUTOS ONLY							irei accidenti	s		
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							AGGREGATE	\$		
CDGMS-MADE							AGGREGATE	\$		
DED RETENTION \$ WORKERS COMPENSATION	 		<u> </u>		1		PER OTH- STATUTE ER			
AND EMPLOYERS' LIABILITY Y/N					ĺ			<u> </u>		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				ł		E.L. EACH ACCIDENT			
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$		
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
		1								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL								s‡		
Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council are Additional Insureds with regard to the General Liability per form GL990252 0717.										
allowing for their decodates of the										
CERTIFICATE HOLDER				CAN	CELLATION					
Palm Beach County Board of C	_	Com	missioners c/o	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.) BEFORE			
Cultural Council of Palm Beach			LITTANITA PERFECTIVITY							

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ACCIDITION OF FORTERINGS

601 Lake Avenue Lake Worth

The ACORD name and logo are registered marks of ACORD

FL 33460

AUTHORIZED REPRESENTATIVE

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

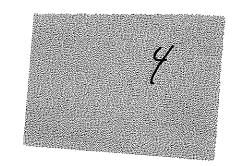
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Boca Raton Philharmonic Symphonia**, **Inc.** (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Annabel Russell, Executive Director (signature of officer or representative) (printed name and title of officer or representative)
· · · · · · · · · · · · · · · · · · ·
State of Florida, County of Palm Beach
Sworn to and subscribed before me by means of \(\overline{\mathbb{D}} \) physical presence or \(\overline{\mathbb{D}} \) online notarization this, \(\overline{\mathbb{O}} \) day of \(\overline{\mathbb{J}\sqrt{U}} \) and \(\overline{\mathbb{D}} \) an
Personally known ☑ OR produced identification □.
Type of identification produced
Janet Tricke
NOTARY PUBLIC My Commission Expires: State of Florida at large AMET TRIVING Notary Public - State of Florida Commission = HH 78646
My Comm. Expires Jan 7, 2025

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CII

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Centre for the Arts at Mizner Park, 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: Centre for the Arts at Mizner Park, Inc.

Address: 222 W Yamato Road, Unit 106-137

Boca Raton, FL 33431

Attention: Wendy U. Larsen

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$132,503
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u>
 <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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 <u>PROJECT BUDGET</u>: 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.

- 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, and otherdocumentation 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. GRANTEEmust 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.

- SPANT 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 Grant 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.

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.

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 <u>CREDITS</u>: 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.

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 FAMILARIZATION 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.

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 <u>COMPLIANCE</u>: 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 <u>AUTHORITY TO PRACTICE</u>: 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 <u>E-VERIFY - EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- 2.20 <u>WRITTEN NOTICE</u>: 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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 <u>ELIGIBILITY REQUIREMENTS</u>: 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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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.

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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:	
By: Docusigned by: By: 08/01/2024	
Emanuel Perry, Executive Director Tourist Development Council	•
	APPROVED AS TO TERMS
	AND CONDITIONS Docusigned by:
	By: Joan Hutchinson7/11/24 By: OSYABELIO (1901)
	Joan Hutchinson Contracts & Grants Coordinator Tourist Development Council
GRANTEE ORGANIZATION: GRANT Centre for the Arts at Mizner Park, Inc. By:	EE FEDERAL TAX ID #:
Wendy U. Larsen, Chairman Legal Name/Title	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY By: Voliganta furman Velizaveta B. Herman Velizaveta B.	APPROVED AS TO TERMS AND CONDITIONS: CULTURAL COUNCIL OF PALM BEACH COUNTY, INC. Docusigned by: Daw Lawrum
County Attorney	Dave Lawrence, President and CEO

Exhibit A

Centre for the Arts at Mizner Park

The Festival will take place at Mizner Park Amphitheater from February 28 to March 9, 2025. The Festival will feature an exciting lineup of events and performances including:

The Dallas Brass will kick off the festival with a unique concert that will include participation from local High School band students. The evening will also feature an instrument petting zoo.

An Evening of Opera will showcase the winners of the Luciano Pavarotti International Voice Competition, promising a night of extraordinary vocal talent and the winner of last year's Festival Boca music competition.

Neodance, led by the renowned jazz flutist Nestor Torres, will present a vibrant tango/Latin dance fusion performance.

In celebration of the 40th anniversary of the film's release, the festival will screen "Back to the Future" with live orchestra, adding a dynamic musical element to this classic movie experience.

An Evening Celebrating the 100th Anniversary of the City of Boca Raton will be produced in collaboration with the Boca Raton Historical Society. This event will feature historic archival photographs, films, and texts projected on the Festival's giant LED wall, accompanied by music from the Festival Boca Jazz Orchestra, focusing on the music of the 1920s.

The Authors and Ideas Lecture Series will be headlined by the return of Doris Kearns Goodwin, a festival favorite.

The 2025 Festival promises a diverse array of cultural experiences, celebrating music, film, dance, and history, and continuing its tradition of engaging and inspiring the community.

CULTURAL COUNCIL FY 2024/2025

CULTUKAL TOUKISM DEVELOPMENT FUND Category Cli - Cultural Marketing INCOME/EXPENSE BUDGET

Grantee Name	Grantee Name: Centre for the Arts at Mizner Park Inc.						
	Allocation of		Fotal Program	All Other	Total .	% of	lin-Kine
Program Budget Detail:	Category Grant Funds	Funds (Include program	Budget (ALL Exhibit A	Organization Operating	Organization Operating	Total	Support* (Amount
October 1, 2024 to September 30, 2025 (Grant		matching funds)	Income/ Expense)	Income and	Budget		included in "E"
Fiscal Year)			[C=A+B]	Expenses	[E=C+D]+		total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	ر (G) .
Personnel: Admin/Tech/Artistic	N/A		<u> </u>		•		
Personnel: Marketing (50% of allowable)			•		=	*	
Outside Professional Services: Artistic	56,003	218,997	275,000		275,000	28.2%	
Outside Professional Services: Marketing/PR	46,500	23,500	70,000		70,000	7.2%	
Outside Professional Services: Other		376,760	376,760	58,340	435,100	44.6%	3,000
Space Rental for Program		5,000	5,000		5,000	0.5%	
Rent/Mortgage	N/A	5,616	5,616	4,014	9,630	1.0%	
Marketing/Advertising	30,000	36,750	66,750	, , , , , , , , , , , , , , , , , , , ,	66,750	6.8%	11,000
All Other Remaining Operating Expenses	N/A	101,845	101,845	11,775	113,620	11.7%	9,000
TOTAL EXPENSES*	\$ 132,503			"我们可能是否是这些问题"。		100%	
	N/TIG	ali iii votesseteti ija eajois piolitii	no alebye musi yentisi Tok	al Revenues in samerelo	umnkoelev. Eliotjeka mis	kite talalane	et))
Revenue						NAME OF THE	و دوا استدر و و دوان الوات الواتس
Admissions (Tickets/Subscriptions) Revenue			257,500		257,500	26.4%	
Membership Revenue						-	
Contracted Services Revenue					=	=	
Other Revenue			4,700		4,700	0.5%	
Corporate Contributions			43,000	3,000	46,000	4.7%	23,000
Foundation Grants			45,900		45,900	4.7%	
Other Private Support			281,000		281,000	28.8%	
Government Grants (Federal)					a	-	
Government Grants (State)						-	
Government Grants (Local)			207,497		207,497	21.3%	
TDC Grant Award Amount	(Matches total of column A above)		132,503		132,503	13.6%	
Grantee Cash-Budget shortfall/(surplus)***			(71,129)	71,129	=	-	
TOTAL REVENUES*			\$===900,974	\$ 74129	\$ 975,400	+00%	\$ 28,000
"(If any amounts appear on this line, then your gudget is out of balance. Please correct.) (\$ 2 \$ \$ proof \$ -							
Explain any "in-Kind" amounts listed in Column G on B-2 worksheet			*E	xplain sources/uses of Ca	sh shortfall/surplus on B-3 v	orksheet/	

Exhibit B	In-Kind Explanation 2024	-2025
Grantee Name:	Centre for the Arts at Mizne	er Park Inc.
In declaring any '	'In-Kind" Revenue, please	describe details below:
Personnel: Admin/T	ech/Artistic:	N/A
	Neither volunteer hours nor dor	nated salaries are recognized as "In-Kind"
Personnel: Marketin	ıg (50% of allowable):	N/A
	Neither volunteer hours nor dor	nated salaries are recognized as "In-Kind"
Outside Professiona	l Services: Artistic	
Outside Professiona	l Services: Marketing/PR	
Outside Professiona	I Services: Other	
	for accounting services.	
	3	
Space Rental for Pro	ogram:	
		•
Rent/Mortgage:	***************************************	
Marketing/Advertising	ng:	
We received in-kind e	mail blast, articles, radio and dig	ital spots as well as discounted tv spots.
Remaining Operatin	g Expenses:	
Hotels rooms donated	for Artist, local restaurants dona	ate food for sponsor and artist hospitality.

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	Centre for the Arts at Mizner Park, Inc.
	Charles II Francisco de la contraction de la con
If I a some III as a some a superior	Shortfall Explanation:
will be used to cover that	es a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App
Shortfall:	piateteu si ortiali.
	Surplus Explanation:
If Income/Expense create	es a net surplus, please provide a short explanation of the planned use of those surplus funds (listed
Cash"). Surplus:	
•	
The surplus from the fo	estival will be used to cover operating costs.
aliterativista vari kom normanekklistera resimini ministrani mene	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage

CENTFOR-03

DFERAZZOLI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2023

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). CONTACT Connor Lynch Plastridge Insurance Agency 2100 N. Dixie Highway Boca Raton, FL 33431 PHONE (A/C, No, Ext): (561) 276-5221 E-MAIL EDDRESS: clynch@plastridge.com FAX (A/C, No): (561) 276-5244 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Philadelphia Indemnity Ins Co. 18058 INSURED INSURER B: Centre for the Arts at Mizner Park, Inc. INSURER C: 222 Yamato Road INSURER D: Suite 106-137 Boca Raton, FL 33431 INSURER E : INSURER F : **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. ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTER PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 100,000 PHPK2608800 10/12/2023 10/12/2024 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE Х POLICY PRO: 3,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) A 1,000,000 AUTOMOBILE LIABILITY ANY AUTO PHPK2608800 10/12/2023 | 10/12/2024 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY HIRED AUTOS ONLY Х NON-SWILL UMBRELLA LIAB **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE yes, describe under DISEASE - POLICY LIMIT Professional Liabili PHPK2608800 10/12/2024 Prof-Agg 10/12/2023 500.000 Directors and Office Α PHSD1805845 8/3/2023 8/3/2024 2,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is an Additional
Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy. 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. Palm Beach County Board of County Commissioners c/o Cultural Council of Palm Beach County

ACORD 25 (2016/03)

601 Lake Ave Lake Worth, FL 33460

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ACODD ----- and laws are mailefored marks of ACOD

AUTHORIZED REPRESENTATIVE

CAJ



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation

CENTRE FOR THE ARTS AT MIZNER PARK, INC.

Filing Information

 Document Number
 N97000002209

 FEI/EIN Number
 65-0748038

 Date Filed
 04/18/1997

State FI

Status ACTIVE

Last Event AMENDMENT
Event Date Filed 09/29/2010
Event Effective Date NONE

Principal Address

7700 N CONGRESS AVENUE

Ste 1106

Boca Raton, FL 33487

Changed: 04/07/2023

Mailing Address

222 W YAMATO RD

UNIT 106-137

BOCA RATON, FL 33431

Changed: 04/07/2023

Registered Agent Name & Address

HOFFMAN, LISA L 222 W YAMATO RD UNIT 106-137 BOCA RATON, FL 33431

Name Changed: 06/23/2020

Address Changed: 04/07/2023 Officer/Director Detail

Name & Address

Title Chairman

LARSEN, WENDY U 157 Royal Palm Way BOCA RATON, FL 33432

Title VC

BROWN, CYNTHIA 1467 ESTUARY TRAIL DELRAY BEACH, FL 33483

Title Treasurer

Tremblay, Nathalie 222 Yamato Road Ste 106-137 Boca Raton, FL 33431

Annual Reports

Report Year	Filed Date
2022	04/21/2022
2023	04/07/2023
2024	04/03/2024

Document Images

04/03/2024 ANNUAL REPORT	View image in PDF format
04/07/2023 ANNUAL REPORT	View Image in PDF format
04/21/2022 ANNUAL REPORT	View image in PDF format
05/01/2021 ANNUAL REPORT	View Image in PDF format
10/17/2020 AMENDED ANNUAL REPORT	View image in PDF format
06/23/2020 ANNUAL REPORT	View image in PDF format
04/05/2019 ANNUAL REPORT	View image in PDF format
03/15/2018 - ANNUAL REPORT	View image in PDF format
04/11/2017 ANNUAL REPORT	View image in PDF format
03/30/2016 ANNUAL REPORT	View image in PDF format
04/01/2015 ANNUAL REPORT	View image in PDF format
63/28/2014 ANNUAL REPORT	View image in PDF format
01/02/2013 ANNUAL REPORT	View image in PDF format
02/10/2012 ANNUAL REPORT	View image in PDF format
01/06/2011 ANNUAL REPORT	View Image in PDF format
09/29/2010 - Amendment	View image in PDF format
04/15/2010 ANNUAL REPORT	View image in PDF format
04/23/2009 ANNUAL REPORT	View image in PDF format
04/15/2008 ANNUAL REPORT	View image in PDF format
01/10/2007 ANNUAL REPORT	View image in PDF format
01/23/2006 ANNUAL REPORT	View image in PDF format
01/10/2005 ANNUAL REPORT	View image in PDF format
•	

Docusign Envelope ID: E736563C-C32A-4310-9CDC-A3D9D341A985

Detail by Entity Name

,	
01/26/2004 ANNUAL REPORT	View image in PDF format
94/99/2003 ANNUAL REPORT	View image in PDF format
02/05/2002 ANNUAL REPORT	View image in PDF format
04/20/2001 ANNUAL REPORT	View image in PDF format
07/03/2000 - Amendment and Name Change	View image in PDF format
04/21/2000 - ANNUAL REPORT	View image in PDF format
95/17/1999 ANNUAL REPORT	View image in PDF format
04/14/1998 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G21000035266

Fictitious Name to be Registered: FESTIVAL OF THE ARTS BOCA

Mailing Address of Business:

222 YAMATO ROAD

SUITE 106-137 BOCA RATON, FL 33431

Florida County of Principal Place of Business: PALM BEACH

FEI Number:

FILED Mar 13, 2021 Secretary of State

Owner(s) of Fictitious Name:

CENTRE FOR THE ARTS AT MIZNER PARK, INC 222 YAMATO ROAD, SUITE 106-137 BOCA RATON, FL 33431 US Florida Document Number: N97000002209 FEI Number: 65-0748038

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

WENDY U LARSEN

03/13/2021

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G18000005973

Fictitious Name to be Registered: SCHMIDT FAMILY CENTRE FOR THE ARTS

Mailing Address of Business:

225 NE MIZNER BLVD.

SUITE 500

BOCA RATON, FL 33432

Florida County of Principal Place of Business: PALM BEACH

FEI Number:

FILED Jan 11, 2018 Secretary of State

Owner(s) of Fictitious Name:

CENTRE FOR THE ARTS AT MIZNER PARK, INC 225 NE MIZNER BLVD. BOCA RATON, FL 33432 US Florida Document Number: N97000002209 FEI Number: 65-0748038

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

WENDY U. LARSEN

01/11/2018

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

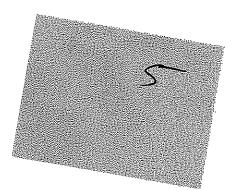
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Centre for the Arts at Mizner Park, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declar and correct.	are and affirm that the	e above stated facts are true
Wendy M. Caron	Wendy U. Larsen, C	hairman
(signature of officer or representative)	(printed name and tit	le of officer or representative)
State of Florida, County of Palm Beach		
Sworn to and subscribed before me by meathis, 301 day of July		ence or Wonline notarization Uendy U.Larsen
Personally known OR produced identif	fication □.	
Type of identification produced		***************************************
Low Postoller		
NOTARY PUBLIC	— ···	
My Commission Expires:		LISA GREGORY HOFFMAN
State of Florida at large		Notary Public - State of Florida Commission # HH 028288 Ay Comm. Expires Aug 22, 2024 Bonded through National Notary Asso.

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CIL

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and The Chamber Music Society of Palm Beach 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: The Chamber Music Society of Palm Beach Inc.

Address: 340 Royal Poinciana Way

STE 317-171

Palm Beach, FL 33480

Attention: Ahmad Mayes

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$138,954
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u>
 <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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

- 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 <u>PROJECT BUDGET</u>: 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.

- 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, and otherdocumentation 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. GRANTEEmust 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 Grant 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.

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.

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 <u>CREDITS</u>: 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).









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 FAMILARIZATION 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.

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 <u>ASSIGNMENT</u>: 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 <u>COMPLIANCE</u>: 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 <u>AUTHORITY TO PRACTICE</u>: 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 <u>E-VERIFY - EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- 2.20 <u>WRITTEN NOTICE</u>: 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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

- **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.

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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

—DocuSigned by:	
By: Emanuel Perry Date: 07/11/2024	
Emanuel Perry, Executive Director	,
Tourist Development Council	
	APPROVED AS TO TERMS
	AND CONDITIONS Docusigned by:
	By: Joan Hertchinson 7/8/24 By: Date:
	Joan Hutchinson
	Contracts & Grants Coordinator
	Tourist Development Council
The Chamber Music Society of Palm Beach Inc.	E FEDERAL TAX ID #:
By:	

2024/2025 Chamber Music Series Timeline

December 2023:

- Confirm artists and concert dates
- Confirm concert venues

March 2024:

- Finalize artists contracts

April 2024:

- Season announcement via print article(s), email, website, social -media, mail, print ads, and other channels.
- Subscription on sale
- Print, email, and social media subscription ad campaigns begin; Subscription mail campaign begins June 2024:
- -Concert production and support vendors selected and booked

August 2024:

-Single ticket print, email, and social media subscription ad campaigns begin; runs in various forms through April 2025

September 2024:

-Regional promotion to NYC chamber music and Florida NYC tourism market at Boscobel Chamber Music Festival, (Garrison, NY)

NOVEMBER 21, 2024:

Opening night Concert: "Violin Legends: Ysaye's Legacy", 7:00pm, Church of Bethesda-by-the-Sea Benjamin Beilman, violin Jennifer Frautschi, violin Arnaud Sussmann, violin Nick Canellakis, cello Beth Guterman, viola Michael Stephen Brown, piano

Repertoire:

Chausson: Poème, Op. 25 Ysaye: Rêve d'enfant, Op. 14

Chausson: Concert for Violin, Piano and String Quartet, Op. 21

DECEMBER 5, 2024:

The Enchanting Clarinet: Brahms and Beethoven,

7:00pm, Norton Museum of Art

Jose Franch-Ballester, clarinet Wu Oian, piano

Wu Qian, piano Edward Arron, piano

Repertoire:

Brahms: The Clarinet Trio in A minor, Op. 114 Robert Kahn Serenade f minor (11 mins) Arvo Pärt Mozart Adagio (6 mins)

Beethoven: Piano Trio in B-flat major, Op. 11

JANUARY 22, 2025:

"The Four Seasons: Vivaldi and Piazzolla's Masterworks", 7:00pm, Norton Museum of Art

Violin Soloists:

James Ehnes

Ben Beilman

Chad Hoopes

Arnaud Sussmann

Yura Lee

Karen Gomyo

Tessa Lark

Amy Schwartz

Repertoire:

Vivaldi: The Four Seasons Norman: Gran Turismo

Piazzola: The Four Seasons of Buenos Aires

FEBRUARY 6, 2025:

"Vocal Splendor": Featuring Nicholas Phan, Tenor, 7pm, Church of Bethesda-by-the-Sea

Repertoire:

Schubert Lieder and others, TBD

FEBRUARY 20, 2025:

"Perspectives: The Escher Quartet", 7:00pm Norton Musuem of Art

The Escher String Quartet

Repertoire:

Mozart: String Quartet No. 21, K. 575 Barber: Adagio from String Quartet Op. 11

Dvorak: String Quartet No. 14 in Ab major, Op. 105, B. 193

MARCH 6, 2025:

"Baroque Feast: Bach & Telemann", 7:00pm, Church of Bethesda-by-the-Sea

James Austin Smith, oboe Kenneth Weiss, harpsichord

Bella Hristova, violin

Cindy Wu, violin

Oliver Neubauer, violin

Jay Campbell, cello

Arnaud Sussmann, viola

Repertoire:

Bach: E Major Concerto (Bella solo) Bach: A minor Concerto (Oliver solo)

Telemann: Tafelmusik: violin, oboe, harpsichord cello (flute) (Arnaud violin) Bach: Concerto for Violin and Oboe in C minor, BWV 1060R (Cindy solo)

April 3, 2025:

"Wit and Whimsy: Trios of Mozart and Françaix", 7:00pm, Norton Museum of Art

Arnaud Sussmann, violin Paul Neubauer, viola Paul Watkins, cello;

Repertoire:

Francaix: String Trio in C Major, Op. 2 Mozart: Divertimento in Eb major, K. 563

April 24, 2025

"Schubert's Trout Quintet", 7:00pm, Norton Museum of Art Arnaud Sussmann, violin Milena pajaro-van de stadt, viola Clive Greensmith, cello Blake Hinson, bass

Gloria Chien, piano Repertoire:

Farrenc: Piano Quintet No.1, Op.30

Schubert: Piano Quintet in A major, D. 667 "Trout"

Marketing and promotional strategies for out-of-county visitors are as follows:

- 1. Digital Advertising: CMSPB will run targeted facebook and instagram ad campaigns in out-of-county markets where we typically see high participation including Broward and Miami-Dade Counties, the NY Metro area.
- 2. Email Marketing: We will continue to market to out-of-county emails and grow our list through a targeted social media email acquisition campaign, which has worked very well in the past.
- 3. Patron Word-of-Mouth Campaign: Current CMSPB patrons and their social networks have been critical to our growth over our ten years. We will leverage this asset by running a word-of-mouth campaign through current patrons to invite their out-of-town or seasonal friends to travel to Palm Beach county to attend CMSPB concerts.
- 4. Regional Outreach: CMSPB will leverage its September festival at the Boscobel House and Gardens to reach new patrons with NYC and Florida ties to travel to Florida for CMSPB events. The festival, one hour outside of NYC attracts many New York-based chamber music enthusiasts who have means to travel to Florida.
- 5. Public Relations & Media Outreach: CMSPB works with a PR agency to secure national media coverage.
- 6. Optimized Visitor Experience: CMSPB will provide engaging pre-concert and post-concert activities and opportunities for inspiration and community building to ensure an unforgettable experience for

visitors, where they desire to return.

rychylogravanijas

*Explain any "In-Kind" amounts listed in Column G on B-2 worksheet

100% \$

proof \$

4,581,000

CULTURAL TOURISM DEVELOPMENT FUND CULTURAL COUNCIL Category CII - Cultural Marketing

(If any amounts appear on this line, then your Budget is out of balance, Please correct,) (§

FY 2024/2025	INCOME/EXPENSE BUDGET						
Grantee Name:	Grantee Name: The Chamber Music Society of Palm Beach Inc.					• Aug and the first	
Program Budget Détail: October 1, 2024 to September 30, 2025 (Grant Piscal Year)	Allocation of Category Grant Funds (Equals Grant)	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	深語(A) 完整	(B)	(C)	(D)	/@gess((E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	234,000	234,000	126,000	360,000	22.8%	
Personnel: Marketing (50% of allowable)			•		=		
Outside Professional Services: Artistic	50,000	152,000	202,000	68,500	270,500	17.1%	
Outside Professional Services: Marketing/PR	31,354	55,600	86,954		86,954	5.5%	
Outside Professional Services: Other		86,500	86,500	28,800	115,300	7.3%	
Space Rental for Program	57,600	28,200	85,800		85,800	5.4%	
Rent/Mortgage	N/A	35,100	35,100	11,700	46,800	3.0%	
Marketing/Advertising		117,000	117,000		117,000	7.4%	
All Other Remaining Operating Expenses	N/A	338,500	338,500	160,146	498,646	31.5%	
TOTAL EXPENSES!	SMARKER		经验证的证据的证据的证据的证据的证据			i duova	
	*(Tot	al Expenses in each colur	nn above must equal (19	al Revenues in same or	umn télow. Budgels mu	st be balanc	ed)
Revenue							
Admissions (Tickets/Subscriptions) Revenue			117,812	91,000	208,812	13.2%	400
Membership Revenue			218,000		218,000	13.8%	
Contracted Services Revenue				120,000	120,000	7.6%	
Other Revenue				165,000	165,000	10.4%	
Corporate Contributions			51,250	3,750	55,000	3.5%	
Foundation Grants			200,000		200,000	12.7%	
Other Private Support			459,838	15,396	475,234	30,1%	
Government Grants (Federal)					-	-	
Government Grants (State)					-		
Government Grants (Local)					-	_	
TDC Grant Award Amount	(Matches total of col	umn A above)	138,954		138,954	8.8%	
Grantee Cash-Budget shortfall/(surplus)***					<u> </u>	-	

4 186 854 \$

395,146 4 \$

***Explain sources/uses of Cash shortfall/surplus on B-3 worksheet

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:	٠	
In declaring any "	'In-Kind" Revenue, p	please describe details below:
Personnel: Admin/Te	ch/Artistic:	N/A
	Veither volunteer hours no	or donated salaries are recognized as "In-Kind"
Personnel: Marketing	յ (50% of allowable)։	N/A
1	Neither volunteer hours no	or donated salaries are recognized as "In-Kind"
Outside Professional	l Services: Artistic	
Outside Professiona	l Services: Marketing/PF	R
Outside Professiona	I Services: Other	
Space Rental for Pro	gram:	
Rent/Mortgage:		
Marketing/Advertisin	g:	
Remaining Operating	g Expenses:	
THE PROPERTY OF THE PROPERTY O		
	· · · · · · · · · · · · · · · · · · ·	

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Shortfall Explanation: If income/Expense creates a net shortfall (loss), please provide a short explanation of the source of funds (listed under "Appl will be used to cover that planned shortfall. Shortfall: Surplus Explanation: If income/Expense creates a net surplus, please provide a short explanation: If home/Expense creates a net surplus, please provide a short explanation of the planned use of those surplus funds (listed Cash"). Surplus:	Grantee Name:	
If income/Expense creates a net shortfall (loss), please provide a short explanation of the source of funds (listed under "Appi will be used to cover that planned shortfall. Shortfall: Surplus Explanation: Surplus Explanation: If income/Expense creates a net surplus, please provide a short explanation of the planned use of those surplus funds (listed Cash'). Surplus:		
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Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- · Mortgage or rent of office building, renovation, or remodeling of facilities
- · Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events,
 private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses
 related to membership and subscription renewal are not allowable.
- · Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2023

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).

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CF	RTIFICATE HOLDER				CAN	CELLATION					
Palm Beach County Board of County Commissioners clo Cultural Council of Palm Beach County 601 Lake Ave Lake Worth, FL 33460					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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ACORD 25 (2016/03)

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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Chamber Music Society of Palm Beach Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

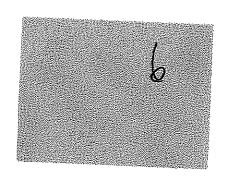
Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Ahmad Mayes, Executive Director (printed name and title of officer or representative) State of Florida, County of Palm Beach Sworn to and subscribed before me by means of physical presence or online notarization this, 30 day of HHMAD MAYES Personally known \square OR produced identification \square . Type of identification produced **NOTARY PUBLIC** My Commission Expires: ALDO C. RODRIGUEZ

Commission # HH 162276 Expires December 5, 2025 Bonded Thru Troy Fein Insurance 800-385-7919

State of Florida at large

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CII

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and The Historical Society of Palm Beach County 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: The Historical Society of Palm Beach County

Address: 300 N. Dixie Highway

Suite 471

West Palm Beach FL, 33401

Attention: Jeremy W. Johnson

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$132,006
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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.

- 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, and otherdocumentation 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. GRANTEEmust 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 Grant 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.

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

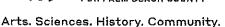
Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement 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.

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 <u>CREDITS</u>: 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).









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 FAMILARIZATION 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.

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 <u>COMPLIANCE</u>: 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 <u>AUTHORITY TO PRACTICE</u>: 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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 <u>REMEDIES AND EXPENDITURE DEADLINE:</u>

(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.

2.19 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.

- **2.20 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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 <u>PUBLIC RECORDS</u>: 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.

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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:	
DocuSigned by:	
By: Emanuel Perry Date: 07/29/2024	
Emanuel Perry, Executive Director	
Tourist Development Council	
	APPROVED AS TO TERMS
	AND CONDITIONS Docusigned by:
	By:
	Joan Hutchinson
	Contracts & Grants Coordinator Tourist Development Council
GRANTEE ORGANIZATION: GRANTE The Historical Society of Palm Beach County By:	EE FEDERAL TAX ID #:
Jeremy W. Johnson, President	
Legal Name/Title	
APPROVED AS TO FORM AND LEGAL	APPROVED AS TO TERMS AND
SUFFICIENCY: COUNTY Docusigned by:	CONDITIONS: CULTURAL COUNCIL OF
Ullia queta la variata	PALM BEACH COUNTY, INC.
By: Yelizayeta B. Herman	DocuSigned by:
County Attorney	By: Vave Lawrence
County / ttoriney	Dave Lawrence, President and CEO

- -Special Exhibition: Wish You Were Here; The Richard and Pat Johnson Palm Beach County History Museum. On display November 2024 May 2025.
- -"In Conversation with..." Lecture Series. This will be an engaging discussion style program, that will take place at the 1916 Historic Courtroom as well as Palm Beach Dramaworks.
- -One Cocktail Party event will be marketed and promoted for Wish You Were Here in connection with the exhibition in the Hamptons, New York.
- -One Cocktail party event will be marketed and promoted in Manhattan, New York.
- -Temporary Exhibits at the 1916 Courthouse / HSPBC: Topics pertaining to Hispanic Heritage, Black History, Women's History, Holocaust Remembrance, History of Entrepreneurship in West Palm Beach, and Pride to attract a diverse audience to the Historic Courtroom in the 1916 Courthouse / HSPBC.
- -Panel Discussion / Events for Women's History, Black History and Hispanic Heritage.
- -Pop-Up Exhibits: Varied topics displayed in public outdoor spaces, venues, schools and libraries throughout the County year-round.
- -History Talks: Lectures once a month for five months during season. They will take place in the Historic Courtroom at the 1916 Courthouse/HSPBC.
- -Cocktails in Paradise: "Talk" about local historical location.
- -Season Guide: Published and distributed to hotels, visitors, and members.
- -"Behind the Palms" video documentary series will be produced and linked to social media, and played at various events.
- -Evening on Antique Row; April 12, 2025 attracting in excess of 2,000 attendees to take place on Dixie Highway in the Antique Row District.
- -Murder Mock Trial: 3 dates in season at the 1916 Courthouse/HSPBC.
- -We will have several events at locations to be determined to promote "Wish You Were Here" and attract visitors to the Palm Beaches.
- -We will be hosting a discussion/lecture celebrating Palm Beach County's contributions to the Design Community in January.

CULTURAL COUNCIL

FY 2024/2025

CULTURAL TOURISM DEVELOPMENT FUND

Category CII - Cultural Marketing INCOME/EXPENSE BUDGET

Grantee Name		I Society of Palm	. 44			In Marin Tales Comment	Variable Street Service Co.
	Allocation of		Total Program	All Other	Total	% of	In-Kind
	Gategory	Funds	Budget	Organization -	Organization	Total	Support* (Amount
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant	Grant Funds	(Include program matching funds)	(ALL Exhibit A Income/ Expense)	Operating Income and	Operating Budget		included in
Fiscal Year)	(Equals Glant)	matumy unes;	[G=A+B]	Expenses	E#C#D]		total)
Expenses	是是英(A) 20年20	等分别(B) 等多少数	<i>生物理</i> (C) 等等等	(D)	///// (E)	:(F) ⅓	(G)
Personnel: Admin/Tech/Artistic	N/A	890,000	890,000		890,000	45.8%	
Personnel: Marketing (50% of allowable)	20,000	50,000	70,000		70,000	3.6%	
Outside Professional Services: Artistic	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: Marketing/PR	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: Other	30,000	45,000	75,000		75,000	3.9%	
Space Rental for Program			#4		=		
Rent/Mortgage	N/A	75,000	75,000		75,000	3.9%	
/larketing/Advertising	22,006	30,000	52,006		52,006	2.7%	
All Other Remaining Operating Expenses	N/A	649,994	649,994		649,994	33.5%	
OTAL EXPENSES*	STORY OF THE	担い文化が行うけんりないなっていません。		关系。(G)是是10年,10年,10年,10年,10年,10年,10年,10年,10年,10年,	\$ 2454000	+ + 1/9009/6	《大学》,《大学》,《大学》,《大学》
	'(T)	ral Expenses in éach colu	mn apove must equal To	ital Revenues in same ci	olumn pelow. Budgets mu	ist be balance	di)
Revenue							
Admissions (Tickets/Subscriptions) Revenue						-	
lembership Revenue			265,000		265,000	13.6%	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Contracted Services Revenue			15,000		15,000	0.8%	****
Other Revenue			824,994		824,994	42.5%	
Corporate Contributions			75,000		75,000	3.9%	
oundation Grants			350,000		350,000	18.0%	
Other Private Support			200,000		200,000	10.3%	
	and the second of the second property of the						
Government Grants (Federal)							
Government Grants (Federal) Government Grants (State)			80,000		80,000	4.1%	
<u> </u>			80,000		80,000	4.1% -	
Government Grants (State)	(Matches total of col	umn A:above)	80,000 132,006		80,000 - 132,006	4.1% - 6.8%	
Government Grants (State) Government Grants (Local)	(Matches total of col	umn A:above)			•	*	
Bovernment Grants (State) Bovernment Grants (Local) TDC Grant Award Amount	(Matches total of col	umn'A·above)		\$	•	*	\$

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:		
In declaring any '	'In-Kind" Revenue, p	lease describe details below:
Personnel: Admin/Te	ch/Artistic:	N/A
/	Neither volunteer hours no	or donated salaries are recognized as "In-Kind"
Personnel: Marketing	j (50% of allowable):	N/A
ı	Neither volunteer hours no	or donated salaries are recognized as "In-Kind"
Outside Professiona	l Services: Artistic	
Outside Professiona	l Services: Marketing/PR	
Outside Professiona	l Services: Other	

Space Rental for Pro	gram:	
		7/4/1/4/1/4/1/4/1/4/4/4/4/4/4/4/4/4/4/4/
	·	
Rent/Mortgage:		
Marketing/Advertisin	g:	
Remaining Operating	g Expenses:	
	With the state of	

Attachment to Exhibit B-1

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
	Shortfall Explanation:
If Income/Expense create will be used to cover that	es a net shortfall (loss), please provide a short explanation of the source of funds (listed under "App
Shortfall:	pamed stottes.
If Income/Expense creat	Surplus Explanation: es a net surplus, please provide a short explanation of the planned use of those surplus funds (listec
Cash").	es a net surplus, please provide a short explanation of the planned use of those surplus rands (listed
Surplus:	
nagamag managamana camanagaga an baganaga an	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2023

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).

tina ociano	are does not comer udites to the certificate in	Magi	in neu oi suci		ient(s).			
PRODUCER				CONTACT NAME:	Barry Zimberg			
Mark Edward P	artners LLC	PHONE (A/C, No. Ext	PHONE (212) 355-5005 FAX (242) 042					
505 Park Ave.				E-MAIL ADDRESS:	bjz@markedwardpartners.com	<u> </u>		
					INSURER(S) AFFORDING COVERAGE			NAIC#
New York		NY	10022	INSURER A :	Atlantic Specialty Insurance Company			27154
INSURED				INSURER B :		***************************************		
Historical Society of Palm Beach County				INSURER C:				
	P.O. Box 4364			INSURER D :				
				INSURER E :				
	West Palm Beach	FL	33402	INSURER F :				
COVERAGES	CERTIFICATE NUMBI	ER:	CL231222129	70	REVISION NUM	BER:		
THE SE TO C	COTICAL TILLY TILL DOLLOUS AS BLOUD AND A LOSS AND THE	- BEI	2117777 PR 45 PR	Les es l'Austria essere				

	COVERAGES CERTIFICATE NUMBER: CL23122212970 REVISION NUMBER:							
IN CI E)	HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, XCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDISON POLICY FEF POLICY FEF							
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	
	CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
		١.,		740 00 44 07 07 4			MED EXP (Any one person)	\$ 10,000
Α		Y		710-03-14-98-0012	01/01/2024	01/01/2025	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- Loc						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANYAUTO			710-03-14-98-0012	01/01/2024	01/01/2025	BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS	1					BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE	\$ 5,000,000
Α	EXCESS LIAB CLAIMS-MADE			710-03-14-98-0012	01/01/2024	01/01/2025	AGGREGATE	\$ 5,000,000
	DED RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			·			➤ PER STATUTE CTH-	
Α	ANY PROPRIETORINA DYNED EYECT TRUE	XECUTIVE Y N/A		406-04-01-69-0011	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH)			100 0 . 01 00 00 11	0 110 11202	170172020	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Liquor Liability			710-03-14-98-0012	01/01/2024	01/01/2025	Limit of Liability	\$1,000,000
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE							
Pair insu	Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is an additional insured as respects General Liability when required by written contract, subject to the terms, conditions, and exclusions of the policy.							

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.

Cultural Council of Palm Beach
601 Lake Avenue
Lake Worth

FL 33460

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.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

TOTAL Columns LLC

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ACORD 25 (2016/03)

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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Historical Society of Palm Beach County (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

7/7r	Jeremy W. Johnson, President
(signature of officer or representative)	(printed name and title of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by mean this, 20th day of 5014	ns of physical presence or online notarization 2024, by Severny W. Johnson
Personally known OR produced identified	cation □.
Type of identification produced	·
Sho Lyn Pour	· ·
NOTARY PUBLIC My Commission Expires: March 29	3028 SHARON LYNN POSS
State of Florida at large	MY COMMISSION # HH 477816 EXPIRES: March 29, 2028

(Notary Seal)

PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CIL

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and **The Historical Society of Palm Beach County** 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: The Historical Society of Palm Beach County

Address: 300 N. Dixie Highway

Suite 471

West Palm Beach FL, 33401

Attention: Jeremy W. Johnson

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$132,006
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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.
- **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.

- 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, and otherdocumentation 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. GRANTEEmust 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.

- SPANT 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 Grant 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.

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.

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 <u>CREDITS</u>: 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.

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 FAMILARIZATION 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.

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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 <u>REMEDIES AND EXPENDITURE DEADLINE:</u>

(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.

2.19 <u>TERMINATION BY COUNTY:</u>

- (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.

- **2.20 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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.

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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:	
——DocuSigned by:	
By: Emanuel Perry Date: 07/29/202	4
Emanuel Perry, Executive Director	_
Tourist Development Council	
	APPROVED AS TO TERMS
	AND CONDITIONS DocuSigned by:
	By: Joan Hutchinson7/22/24 Joan Hutchinson
	Contracts & Grants Coordinator Tourist Development Council
GRANTEE ORGANIZATION: GRANT The Historical Society of Palm Beach County By: Strong Johnson Strong St	ΓΕΕ FEDERAL TAX ID #:
Jeremy W. Johnson, President	
Legal Name/Title	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY By: Volizanta Human Yelizaveta B. Herman County Attorney	APPROVED AS TO TERMS AND CONDITIONS: CULTURAL COUNCIL OF PALM BEACH COUNTY, INC. By: Daw Lawrum Daw Law
	Dave Lawrence, President and CEO

Exhibit A

- -Special Exhibition: Wish You Were Here; The Richard and Pat Johnson Palm Beach County History Museum. On display November 2024 May 2025.
- -"In Conversation with..." Lecture Series. This will be an engaging discussion style program, that will take place at the 1916 Historic Courtroom as well as Palm Beach Dramaworks.
- -One Cocktail Party event will be marketed and promoted for Wish You Were Here in connection with the exhibition in the Hamptons, New York.
- -One Cocktail party event will be marketed and promoted in Manhattan, New York.
- -Temporary Exhibits at the 1916 Courthouse / HSPBC: Topics pertaining to Hispanic Heritage, Black History, Women's History, Holocaust Remembrance, History of Entrepreneurship in West Palm Beach, and Pride to attract a diverse audience to the Historic Courtroom in the 1916 Courthouse / HSPBC.
- -Panel Discussion / Events for Women's History, Black History and Hispanic Heritage.
- -Pop-Up Exhibits: Varied topics displayed in public outdoor spaces, venues, schools and libraries throughout the County year-round.
- -History Talks: Lectures once a month for five months during season. They will take place in the Historic Courtroom at the 1916 Courthouse/HSPBC.
- -Cocktails in Paradise: "Talk" about local historical location.
- -Season Guide: Published and distributed to hotels, visitors, and members.
- -"Behind the Palms" video documentary series will be produced and linked to social media, and played at various events.
- -Evening on Antique Row; April 12, 2025 attracting in excess of 2,000 attendees to take place on Dixie Highway in the Antique Row District.
- -Murder Mock Trial: 3 dates in season at the 1916 Courthouse/HSPBC.
- -We will have several events at locations to be determined to promote "Wish You Were Here" and attract visitors to the Palm Beaches.
- -We will be hosting a discussion/lecture celebrating Palm Beach County's contributions to the Design Community in January.

CULTURAL TOURISM DEVELOPMENT FUND

CULTURAL COUNCIL FY 2024/2025

Category CII - Cultural Marketing INCOME/EXPENSE BUDGET

Grantee Name:	The Historica	I Society of Pain	n Beach County				
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant Fiscal Year)	Allocation of Category Grant Funds	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: Admin/Tech/Artistic	N/A	890,000	890,000		890,000	45.8%	<u> </u>
Personnel: Marketing (50% of allowable)	20,000	50,000	70,000		70,000	3.6%	
Outside Professional Services: Artistic	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: Marketing/PR	30,000	35,000	65,000		65,000	3.3%	
Outside Professional Services: Other	30,000	45,000	75,000		75,000	3.9%	
Space Rental for Program			-		=	_	
Rent/Mortgage	N/A	75,000	75,000		75,000	3.9%	
Marketing/Advertising	22,006	30,000	52,006		52,006	2.7%	
All Other Remaining Operating Expenses	N/A	649,994	649,994		649,994	33.5%	
TOTAL EXPENSES*	\$ 132,006	\$ 1,809,994	\$ 1,942,000	\$	\$ 1,942,000	100%	\$
	*(Tol	al Expenses in each colu	mn above must equal To	tal Revenues in same co	olumn below. Budgets mu	st be balance	ed.)
Revenue							
Admissions (Tickets/Subscriptions) Revenue						-	
Membership Revenue			265,000		265,000	13.6%	
Contracted Services Revenue			15,000		15,000	0.8%	
Other Revenue			824,994		824,994	42.5%	***************************************
Corporate Contributions			75,000		75,000	3.9%	
Foundation Grants			350,000		350,000	18.0%	
Other Private Support			200,000		200,000	10.3%	
Government Grants (Federal)					-	-	
Government Grants (State)			80,000		80,000	4.1%	
Government Grants (Local)			***************************************	***********	=	_	
TDC Grant Award Amount	(Matches total of colu	mn A above)	132,006	·········	132,006	6.8%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 1,942,000	\$ -	\$ 1,942,000	100%	\$
*(If any amounts appear on this line, th	en your Budget is out o	f balance, Please correct.)				proof	\$ -
*Explain any "in-Kind" amounts listed in Column G on B-2 worksheet			***	Explain sources/uses of Ca	ash shortfall/surplus on R-3	workshoot	73500 3700 7000 7000

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:		
In declaring any '	'In-Kind" Revenue, plea	se describe details below:
Personnel: Admin/Te	ch/Artistic:	N/A
•	Neither volunteer hours nor do	onated salaries are recognized as "In-Kind"
Personnel: Marketing	g (50% of allowable):	N/A
1	Neither volunteer hours nor do	onated salaries are recognized as "In-Kind"
Outside Professiona	l Services: Artistic	
Outside Professiona	Services: Marketing/PR	
Outside Professiona	Services: Other	
Space Rental for Pro	gram:	
Rent/Mortgage:		
Marketing/Advertisin	g:	
Remaining Operating	Expenses:	

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
	Chartfell Evalenction
If Income/Evpense create	Shortfall Explanation:
will be used to cover that	es a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App
Shortfall:	parted stottas.
	Surplus Explanation:
If Income/Expense create	es a net surplus, please provide a short explanation of the planned use of those surplus funds (listed
Cash").	(listee
Surplus:	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- · Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- · Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2023

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.

it th	SUBROGATION IS WAIVED, subject to nis certificate does not confer rights to	the t	terms :ertifi	and conditions of the po cate holder in lieu of such	licy, cer n endors	tain policies sement(s).	may require	an endorsement. A stat	ement o	on
	DUCER				CONTACT Barry Zimberg					
Mar	rk Edward Partners LLC									13_8085
505	Park Ave.				E-MAIL hiz@markedwardpartners.com					
					ADDRES	g <u> </u>	· · · · · · · · · · · · · · · · · · ·			
Nev	v York			NY 10022	INSURER	A 41 41 - C	 	IDING COVERAGE ance Company		NAIC# 27154
INSL	RED				INSURER		, , , , , , , , , , , , , , , , , , , ,	2.00 0011192113		£710+
	Historical Society of Palm Beach	Cou	nty		INSURER		**************************************			
	P.O. Box 4364		-							
					INSURER					
	West Palm Beach			FL 33402	INSURER	·····				
				NUMBER: CL231222129				REVISION NUMBER:		
C E	HIS IS TO CERTIFY THAT THE POLICIES OF I IDICATED. NOTWITHSTANDING ANY REQUIF ERTIFICATE MAY BE ISSUED OR MAY PERTA XCLUSIONS AND CONDITIONS OF SUCH PO	REME JIN, TI LICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA E POLICIE I REDUCE	CT OR OTHER ES DESCRIBEI ED BY PAID CL	DOCUMENT V DHEREIN IS SI AIMS.	WITH RESPECT TO WHICH T	HIS	
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
	COMMERCIAL GENERAL LIABILITY		T					EACH OCCURRENCE		0,000
	CLAIMS-MADE X OCCUR				İ			DAMAGE TO RENTED PREMISES (Ea occurrence)	1 V	0,000
								MED EXP (Any one person)	\$ 10,0	00
Α		Υ		710-03-14-98-0012		01/01/2024	01/01/2025	PERSONAL & ADV INJURY	\$ 1,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
	POLICY PRO- LOC					PRODUCTS - COMP/OP AGG		\$ 2,000,000		
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	ANY AUTO							BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED AUTOS			710-03-14-98-0012	01/01/2024	01/01/2024	01/01/2025	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
									\$	
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Α	EXCESS LIAB CLAIMS-MADE			710-03-14-98-0012		01/01/2024	01/01/2025	AGGREGATE	\$ 5,00	0,000
	DED RETENTION \$ 10,000								s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							➤ PER OTH-		- 114
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?	N/A		406-04-01-69-0011		01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$ 500,	
	(Mandatory in NH) If yes, describe under					- 1/ - 1/ - 2/ - 1	0 110 112020	E.L. DISEASE - EA EMPLOYEE	\$ 500,	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
Α	Liquor Liability			710-03-14-98-0012		01/01/2024	01/01/2025	Limit of Liability	\$1,0	00,000
Palr	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is an additional insured as respects General Liability when required by written contract, subject to the terms, conditions, and exclusions of the policy.									
UE	RTIFICATE HOLDER				CANCE	ELLATION				
Palm Beach County Board of County Commissoiners Cultural Council of Palm Beach					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	601 Lake Avenue				AUTHOR	IZED REPRESEN		~		
Lake Worth			FL 33460			Mark Edward Parinews LLC				



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation
THE HISTORICAL SOCIETY OF PALM BEACH COUNTY

Filing Information

Document Number

N32066

FEI/EIN Number

59-6158821

Date Filed

05/03/1989

State

FL

Status

ACTIVE

Last Event

CANCEL ADM DISS/REV

Event Date Filed

11/24/2003

Event Effective Date

NONE

Principal Address

300 N. DIXIE HIGHWAY

SUITE 471

WEST PALM BEACH, FL 33401

Changed: 04/30/2008

Mailing Address

P.O. BOX 4364

WEST PALM BEACH, FL 33402-4364

Changed: 04/15/2009

Registered Agent Name & Address

JOHNSON, JEREMY W

300 NORTH DIXIE HIGHWAY

471

WEST PALM BEACH, FL 33401

Name Changed: 04/24/2014

Address Changed: 04/30/2008

Officer/Director Detail

Name & Address

Title VC

STEVENS, MARK 12941 Old Marsh Landing Palm Beach Gardens, FL 33418

Title Chairman

Johnson, Richard S., Jr. 1706 Lakeside Drive North Lake Worth, FL 33460

Title President

Johnson, Jeremy W 300 N. DIXIE HIGHWAY SUITE 471 WEST PALM BEACH, FL 33401

Title Treasurer

Burns, Thomas 890 Briarwood Drive West Palm Beach, FL 33415

Title Secretary

Chase, Joe 222 Almeria Rd West Palm Beach, FL 33405

Title Officer

Alderton, Jeffrey 2283 Ibis Isle Rd W Palm Beach, FL 33480

Title Officer

Archer, John 235 S County Rd Ste 2 Palm Beach, FL 33480

Title Officer

George, Ford, III 14792 Palmwood Road Palm Beach Gardens, FL 33410

Title Officer

Murphy, Penny 7653 Edgewater Dr West Palm Beach, FL 33406

Title Officer

Freitas, Mary 7919 Flagler Court West Palm Beach, FL 33405

Annual Reports

Report Year	Filed Date
2021	02/11/2021
2022	03/07/2022
2023	05/01/2023

Document Images

······· 	
05/01/2023 - ANNUAL REPORT	View image in PDF format
03/07/2022 ANNUAL REPORT	View image in PDF format
02/11/2021 ANNUAL REPORT	View image in PDF format
03/24/2020 ANNUAL REPORT	View image in PDF format
04/03/2019 - ANNUAL REPORT	View image in PDF format
04/26/2018 ANNUAL REPORT	View image in PDF format
04/14/2017 ANNUAL REPORT	View image in PDF format
04/26/2016 - ANNUAL REPORT	View image in PDF format
04/13/2015 ANNUAL REPORT	View image in PDF format
08/04/2014 AMENDED ANNUAL REPORT	View image in PDF format
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04/25/2013 ANNUAL REPORT	View image in PDF format
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11/24/2003 REINSTATEMENT	View image in PDF format
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02/24/1999 ANNUAL REPORT	View image in PDF format
01/28/1998 - ANNUAL REPORT	View image in PDF format
05/20/1997 ANNUAL REPORT	View image in PDF format
04/17/1996 ANNUAL REPORT	View image in PDF format

Docusign Envelope ID: 10101E29-F93F-428E-B0F7-448182BC6C01	

Florida Department of State, Division of Corporations

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **The Historical Society of Palm Beach County** (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

and correct.	·
(signature of officer or representative)	Jeremy W. Johnson, President (printed name and title of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by mean this, 3040 day of July	as of physical presence or online notarization 2034, by Severny W. Johnson
Personally known OR produced identific	
Type of identification produced	
Sholm Pork	
NOTARY PUBLIC	
My Commission Expires: March 29 State of Florida at large	SHARON LYNN POSS MY COMMISSION # HH 477816

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CII

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on , by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and **The Lake Worth Playhouse, 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: The Lake Worth Playhouse, Inc.

Address: 731 Lake Ave

Lake Worth, FL 33460

Attention: Michael W. McKeich

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$134,488
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u>
 <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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.
- **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.

- 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, and otherdocumentation 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. GRANTEEmust 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 Grant 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.

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 <u>CREDITS</u>: 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 FAMILARIZATION 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.

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.
- **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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 <u>REMEDIES AND EXPENDITURE DEADLINE:</u>

(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.

2.19 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.

- **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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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

- 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.

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.

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.

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.

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

PALM BEACH COUNTY, FLORIDA:

The Lake Worth Playhouse Inc. By: Michael W. McKeich, President Legal Name/Title APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY CONDITIONS: CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.	PALM BEACH COUNTY:	
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APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY By: Volizaveta B. Herman County Attorney Conditions: Cultural Council of Palm BEACH COUNTY, INC. Docusigned by: Palm BEACH County Docusigned by: Palm Lawrum Down Lawrum By:	The Lake Worth Playhouse Inc. Michael W. Mckeich	TEE FEDERAL TAX ID #:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: COUNTY By: Volizaveta ferman Yelizaveta B. Herman County Attorney By: Onder John Stormery By:	Michael W. McKeich, President	
SUFFICIENCY: COUNTY Docusigned by: Yelizaveta B. Herman County Attorney SUFFICIENCY: COUNTY CONDITIONS: CULTURAL COUNCIL OF PALM BEACH COUNTY, INC. PALM BEACH COUNTY, INC. Docusigned by: Dave Lawrence By:	Legal Name/Title	
Dave Lawrence, President and CEO	By: Yelizaveta B. Herman	CONDITIONS: CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.
	C a	By: Dave lawrence

Exhibit A

Lake Worth Playhouse

- I. MAIN STAGE PERFORMANCE SEASON [5 full-scale productions]
- 3 Popular Musicals: The Prom (Oct 4-20, 2024), The Sound of Music (Jan 17 Feb 2, 2025), and The Producers (Apr 11 27, 2025)
- 1 Play: Brighton Beach Memoirs (Nov 15 Dec 1, 2024)
- 1 Comedy/Mystery: The Play That Goes Wrong (Feb 28 Mar 16, 2025)
- II. MAIN STAGE SHORT-RUN PRODUCTIONS [full-scale, short-run performances]
- Diva's Christmas Party (Dec 2024)
- Radio Play TBD (Dec 2024)
- Send in the Queens (March 2025)
- Summer Musical TBD (July 2025)
- Diva's Show (August 2025)
- III. BLACK BOX SERIES [3 short-run plays in Stonzek Studio Theatre]
- 5 Lesbians Eating A Quiche (Nov 1 10, 2024)
- Frankie and Johnny in the Clair de Lune (Feb 6 16, 2025)
- This Is Our Youth (Mar 27 Apr 6, 2025)
- IV. BLACK BOX SQUARE 1 AND STAGED READINGS [Original short plays / Stage Readings of Award-Winning plays in Stonzek Studio Theatre]
- Staged Reading (Fall 2024)
- Square 1 Short Plays (Winter 2025)
- Staged Reading (Spring 2025)
- Square 1 Short Plays (August 2025)
- V. PLAYHOUSE CONCERT SERIES [3-5 bands/1 performance of each, October 2024 through May 2025]
- 5 Live Bands: Includes jazz, Broadway standard, classic rock and folk music sprinkled throughout the season.
- VI. STONZEK INDEPENDENT & FOREIGN FILMS [Stonzek Studio Theatre]
- Daily Screenings: 6 per week/312 per year

FY 2024/2025

COLIURAL IOURISMI DEVELOPMENT FUND

Category CII - Cultural Marketing

INCOME/EXPENSE BUDGET

CONTIACT EXHIBIT P-1

Grantee Name:	The Lake Wo	rth Playhouse					****
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant Fiscal Year)	Allocation of Category Grant Funds	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: Admin/Tech/Artistic	N/A	335,000	335,000		335,000	40.3%	
Personnel: Marketing (50% of allowable)	18,250	19,750	38,000		38,000	4.6%	
Outside Professional Services: Artistic	34,488	85,000	119,488		119,488	14.4%	
Outside Professional Services: Marketing/PR	12,000	5,000	17,000		17,000	2.0%	
Outside Professional Services: Other	, <u> </u>	•	<u> </u>		-	_	
Space Rental for Program					=	-	
Rent/Mortgage	N/A		-		=	_	
Marketing/Advertising	69,750	50,000	119,750		119,750	14.4%	
All Other Remaining Operating Expenses	N/A	175,000	175,000	27,400	202,400	24.3%	
TOTAL EXPENSES*	\$ 134,488	\$ 669,750	\$ 804,238	\$ 27,400	\$ 831,638	100%	\$ -
	*(Tota	il Expenses in each colur	nn above must equal Tota	al Revenues in same co	lumn below. Budgets mu	st be baland	ed.)
Revenue							
Admissions (Tickets/Subscriptions) Revenue			436,800	27,400	464,200	55.8%	
Membership Revenue			680		680	0.1%	
Contracted Services Revenue			12,729		12,729	1.5%	
Other Revenue			54,500		54,500	6.6%	
Corporate Contributions					=	_	
Foundation Grants			19,006		19,006	2.3%	
Other Private Support			89,418		89,418	10.8%	
Government Grants (Federal)			,			-	
Government Grants (State)			56,617		56,617	6.8%	
Government Grants (Local)					-	_	
TDC Grant Award Amount	(Matches total of colu	ımn A above)	134,488		134,488	16.2%	
Grantee Cash-Budget shortfall/(surplus)***				***************************************	_	-	
TOTAL REVENUES*			\$ 804,238	\$ 27,400	\$ 831,638	100%	s .
	en your Budget is out o			\$	\$	proof	

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:						
In declaring any "In-Kind" Revenue, please describe details below:						
Personnel: Admin/Tech/Artistic:		N/A				
	Neither volunteer hours nor don	ated salaries are recognized as "In-Kind"				
Personnel: Marketing	g (50% of allowable):	N/A				
,	Neither volunteer hours nor don	nated salaries are recognized as "In-Kind"				
Outside Professiona	l Services: Artistic					
Outside Professiona	l Services: Marketing/PR					
Outside Professiona	l Services: Other					
Space Rental for Pro	gram:					
Rent/Mortgage:						
Marketing/Advertising:						
Remaining Operating Expenses:						

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
	Shortfall Explanation:
If Income/Evnense create	es a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App
will be used to cover that	planned shortfall.
Shortfall:	
	Surplus Explanation:
If Income/Evpense creat	es a net surplus , please provide a short explanation of the planned use of those surplus funds (listed
Cash").	es a fiet sur plus , please provide a short explanation of the planned use of those surplus funds (lister
Surplus:	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- · Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2024

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).

tr	IIS C	ertificate does not confer rights	to the	cert	ificate holder in lieu of su						
	PRODUCER			CONTACT NAME: Certificates							
	Lamb Insurance Services 420 Lexington Avenue			PHONE (A/C, No, Ext): 888-740-4770 ext. 7376 (A/C, No):							
l Su	ite 2	262Ő				E-MAIL ADDRE	ss: certificate	s@lambis.co		+	
Ne	wΥ	ork NY 10170							DING COVERAGE		NAIC#
					License#: PC-1013055	INSURE	R A : GuideOr				15032
INSL					LAKEWOR-01		RB: USLI		***************************************		25895
Lai	ce V	Vorth Playhouse Inc AKE AVE				INSURE	Rc: GuideOr	e Specialty N	Autual Insu		14559
		WORTH FL 33460-3812				INSURER D :					
1						INSURE					
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CO	VEF	RAGES CE	RTIFI	CATE	NUMBER: 1230156500				REVISION NUMBER:		
TI	HIS I	IS TO CERTIFY THAT THE POLICI	S OF	INSUF	RANCE LISTED BELOW HAY	VË BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FOR TH	E POL	ICY PERIOD
I IN	IDIC.	ATED. NOTWITHSTANDING ANY I	REQUIF	REME	NT, TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	CT TO	WHICH THIS
F	KCH	IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUC	' PERT	AIN,	THE INSURANCE AFFORDI	ED BY	THE POLICIES	S DESCRIBEI	HEREIN IS SUBJECT TO) ALL 1	THE TERMS,
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR		W	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT		
C	X	COMMERCIAL GENERAL LIABILITY	Y	MAD	010038100		7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000	1,000
		X CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	······································
									MED EXP (Any one person)	\$ 20,00	
							PERSONAL & ADV INJURY	\$ 1,000	·····		
	GEN'I. AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000			
	X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$3,000			
		OTHER:								\$	A commission of the commission
A	ΑU	TOMOBILE LIABILITY			001789497		7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
		ANY AUTO							BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS	1						BODILY INJURY (Per accident)	\$	
ŀ	X	HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
		UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	<u>L</u> .	EXCESS LIAB CLAIMS-MAI	E						AGGREGATE	\$	
	ļ	DED RETENTION\$								\$	
		RKERS COMPENSATION DEMPLOYERS' LIABILITY	.						PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	\$					
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$				
	DES	ss, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
ВСС	Pro	nagment Liability fessional Liability use & molestation			NPP1570808H 010038100 010038100		7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	\$1M Each Claim \$M Each Incident \$1M Each Incident	\$3M.	Aggregate Aggregate Aggregate

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

Accident Policy 7/1/2024-7/01/2025

Hartford Life and Accident Insurance Company

POLICY NO: 10-SR-129245

Maximum Benefit: \$25,000.00

Palm Beach County Board of County Commissioners, The Tourist Development Council and Cultural Council of Palm Beach County, Inc, is included as additional insured on the commercial general liability policy for work performed by the named insured where required by written contract executed prior to loss.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Cultural Council of Palm Beach County, Inc	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
601 Lake Avenue Lake Worth FL 33460	AUTHORIZED REPRESENTATIVE

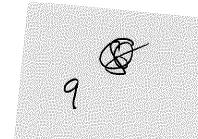
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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Lake Worth Playhouse, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct. Michael W. McKeich, President nature of officer or representative) (printed name and title of officer or representative) State of Florida, County of Palm Beach Sworn to and subscribed before me by means of Physical presence or online notarization this, 30 day of July 2024, by Michael Mckeich. Personally known \(\subseteq \text{ OR produced identification \(\subseteq \text{ \subseteq} \). Type of identification produced _____ Commission Expires NYLAH MOHAMMED State of Florida at large MY COMMISSION # HH 379390

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CII

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Lighthouse ArtCenter, 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: Lighthouse ArtCenter, Inc.

Address: 373 Tequesta Drive

Tequesta, FL 33469

Attention: Jenifer Licata

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$137,961
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> September 8, 2025
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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.
- **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 asthe 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.

- 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, and otherdocumentation 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. GRANTEEmust 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 Grant 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.

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 <u>CREDITS</u>: 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.

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 FAMILARIZATION 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.

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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- **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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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

- **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.

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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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 <u>SEVERABILITY</u>: 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 <u>PUBLIC RECORDS</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM		
	DocuSigned by:	
By:	Emanuel Perry Date: 07/11/2	2024
Emar	nuel Perry, Executive Director	
Touri	ist Development Council	
		APPROVED AS TO TERMS
		AND CONDITIONS DocuSigned by:
		By: Joan Hutchinson 7/9/24 By: Date:
		Joan Hutchinson Contracts & Grants Coordinator Tourist Development Council
	CE ORGANIZATION: GRA se ArtCenter, Inc. Junifer licata - 360AD 177723A49C	NTEE FEDERAL TAX ID #: 591118672
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Exhibit A - Lighthouse ArtCenter

LUSH 3

September 12 – November 16, 2024

The third edition of a biennial contemporary ceramics exhibition, *LUSH 3* showcases the newest and most innovative practices in the field of ceramics. The exhibition provides a platform for contemporary artworks that prominently utilize clay as their main material.

Each edition of *Lush* includes a contemporary artist working primarily in 2D media. *LUSH 3* features the work of underwater photographer Chris Leidy, who is recognized for his global expeditions to capture breathtaking images from below the ocean's surface.

October 17: Reception for Lush 3 artists

Celebrate! Honoring Our Inclusive Art for All Outreach Programs & the Talents of Our Faculty

December 5-18, 2024

An exhibition of artwork made by students in 16 of Lighthouse ArtCenter's outreach programs devoted to underserved communities. From veterans to residents in assisted living facilities, and from underprivileged children to adults with special needs, this exhibition celebrates our diversity and the powerful drive to express ourselves creatively.

This exhibition also includes the latest creations of Lighthouse ArtCenter's esteemed faculty members. Before the new session of classes begins on January 6, 2025, members and guests have the opportunity to delve into the evolving styles of their beloved instructors, acquire their latest creations, and enroll in upcoming classes.

December 5: Opening Reception

December 7: Holiday Sale- The Annual Holiday Sale is an event featuring over 25 talented artists who will be selling handcrafted ceramics, soaps, glass, and jewelry. It's a festive shopping experience where visitors can find unique, one-of-a-kind gifts for the holiday season while supporting local artists. The sale provides a diverse selection of high-quality, creative items perfect for holiday gift-giving.

Tyler K. Smith: Brainz 'N Boltz

January 16 - February 22, 2025

New York artist Tyler K. Smith draws upon a storied career spanning art, illustration, theatre, television, and film to create a world of fantastical creatures and futuristic machines. Combining traditional formalist concerns with the visual language of comic books and science fiction, Smith draws, paints, and constructs armies of lifeforms reveling in technology and racing through a gasoline-drenched world. Smith's knowledge of the internal logic of bodies and machines allows him to seamlessly blend the organic and the mechanical, resulting in dynamic and powerful gestural statements that celebrate dramatic action and embody extreme speed.

January 16: Artist reception and artist talk by Tyler K. Smith

Exhibit A

February 14: Jason Newsted & Friends Concert

February 15: Jason Newsted & Friends Concert

12th Annual Plein Air Festival

March 2 - 8, 2025

12th Annual Plein Air Festival, 35 Celebrated Plein Air artists from around the country make new bodies of work in and around Tequesta, FL.

March 2: Paint Out Competition

March 5: Artist Meet and Greet - Small Works Sale

March 7: Collectors' Party -The Collectors' Party is the main event of our Plein Air Festival, attracting over 300 visitors. Open to the public, it showcases all competition pieces, available for purchase. This event offers a vibrant atmosphere where attendees can meet artists and celebrate plein air artistry.

March 8: Battle of the Brushes - Small Works Sale

47th Annual Member Show

March 18 - April 11, 2025

More than 400 artists and students from Lighthouse ArtCenter come together to exhibit their latest creations in a wide variety of mediums during this exciting end-of-season celebration.

March 20: Artist Opening Reception

Roadside Reveries

April 24 - August 1, 2025

Roadside Reveries is an exhibition of contemporary art that examines uncanny recollections of Florida vacations, the allure of animals and roadside attractions, and the differences between an art gallery and a souvenir shop. Featuring 25 artists from across Florida and the United States, this exhibition explores the altered states of vacation and travel, and the curious moments that stay with you long after the trip has ended. Like souvenirs, the artworks in *Roadside Reveries* contain hidden narratives and reflect the haunting beauty that can be found in the uncertainty of the open road.

This exhibition will include a display of community members' souvenirs loaned to the gallery for the exhibition.

April 24: Opening Reception

May 9: "Souvenir Stories" community event.

May 29: Panel discussion with curator and artists

CULTURAL COUNCIL FY 2024/2025

Category CII - Cultural Marketing INCOME/EXPENSE BUDGET

Grantee Name:	Lighthouse A	\rtCenter					
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant Fiscal Year)	Allocation of Category Grant Funds	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: Admin/Tech/Artistic	N/A	184,000	184,000	368,000	552,000	31.9%	
Personnel: Marketing (50% of allowable)	25,000	12,500	37,500	12,500	50,000	2.9%	
Outside Professional Services: Artistic		53,750		161,250	215,000	12.4%	M
Outside Professional Services: Marketing/PR	40,000	13,437	53,437		53,437	3.1%	
Outside Professional Services: Other	2,961	,	2,961		2,961	0.2%	
Space Rental for Program			*		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	70,000	27,333	97,333	54,667	152,000	8.8%	
All Other Remaining Operating Expenses	N/A		-	706,042	706,042	40.8%	
TOTAL EXPENSES*	\$ 137,961	\$ 291,020	\$ 428,981	\$ 1,302,459	\$ 1,731,440	100%	\$ -
	*(Tot	al Expenses in each colu	mn above must equal Tot	al Revenues in same co	lumn below. Budgets mu	st be baland	ed.)
Revenue							
Admissions (Tickets/Subscriptions) Revenue			35,750	71,500	107,250	6.2%	
Membership Revenue			47,500	95,000	142,500	8.2%	
Contracted Services Revenue					-	-	
Other Revenue			50,000	485,959	535,959	31.0%	
Corporate Contributions				75,000	75,000	4.3%	
Foundation Grants				250,000	250,000	14.4%	
Other Private Support			157,770	325,000	482,770	27.9%	
Government Grants (Federal)			·		-	-	
Government Grants (State)					-	-	
Government Grants (Local)					ш.	-	
TDC Grant Award Amount	(Matches total of column A above)		137,961		137,961	8.0%	
Grantee Cash-Budget shortfall/(surplus)***					=	-	
TOTAL REVENUES*			\$ 428,981	\$ 1,302,459	\$ 1,731,440	100%	\$ -
*(If any amounts appear on this line, t				\$ -	\$	violent (00000105955001955)	\$ -

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:				
In declaring any "In-Kind" Revenue, please describe details below:				
Personnel: Admin/Tech/Artistic:		N/A		
,	Neither volunteer hours n	or donated salaries are recognized as "In-Kind"		
Personnel: Marketing	g (50% of allowable):	N/A		
	Neither volunteer hours n	or donated salaries are recognized as "In-Kind"		
Outside Professiona	l Services: Artistic			
Ovitalida Dest	Coming - No. 17 'C-			
Outside Professiona	l Services: Marketing/PF	K .		
Outside Professiona	l Services: Other			
Space Rental for Pro	ogram:			
Rent/Mortgage:				
Marketing/Advertising:				
Remaining Operatin	g Expenses:			

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
	Shortfall Explanation:
f Income/Expense create	s a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "Ap
vill be used to cover that p	planned shortfall.
Shortfall:	
	Surplus Explanation:
Income/Evnense create	s a net surplus , please provide a short explanation of the planned use of those surplus funds (liste
Cash").	s a fiet satisfies, piedse provide a short explanation of the planned use of those surplus funds (liste
Surplus:	
arpius.	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2023

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.

f S this	SUBROGATION IS WAIVED, subject to scertificate does not confer rights to	to the to	terms and conditions of th ertificate holder in lieu of si	ne policy uch ende	r, certain po orsement(s).	licies may r	equire an endorsement.	A stai	ement on
ODUCER			CONTACT NAME:						
amb Insurance Services			PHONE						
	Lexington Avenue			E-MAIL ADDRES	E-MAIL				
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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation LIGHTHOUSE ARTCENTER, INC.

Filing Information

Document Number

708398

FEI/EIN Number

59-1118672

Date Filed

02/01/1965

State

FL

Status

ACTIVE

Last Event

AMENDMENT AND NAME CHANGE

Event Date Filed

07/12/2010

Event Effective Date

NONE

Principal Address

373 TEQUESTA DRIVE TEQUESTA, FL 33469

Changed: 03/08/1996

Mailing Address

373 TEQUESTA DRIVE TEQUESTA, FL 33469

Changed: 03/08/1996

Registered Agent Name & Address

Licata, Jenifer

373 TEQUESTA DR. TEQUESTA, FL 33469

Name Changed: 06/12/2024

Address Changed: 03/06/2009

Officer/Director Detail
Name & Address

Title President

Title VP

O'Neill, Jane 373 TEQUESTA DRIVE TEQUESTA, FL 33469

Title Executive Director

Licata, Jenifer 373 TEQUESTA DRIVE TEQUESTA, FL 33469

Title Treasurer

DeAloia, Patricia 373 TEQUESTA DRIVE TEQUESTA, FL 33469

Annual Reports

Report Year	Filed Date
2023	02/20/2023
2024	02/09/2024
2024	06/12/2024

Document Images

06/12/2024 AMENDED ANNUAL REPORT	View image in PDF format
02/09/2024 ANNUAL REPORT	View image in PDF format
02/20/2023 ANNUAL REPORT	View image in PDF format
04/05/2022 - ANNUAL REPORT	View image in PDF format
09/01/2021 AMENDED ANNUAL REPORT	View image in PDF format
01/28/2021 ANNUAL REPORT	View image in PDF format
01/03/2020 ANNUAL REPORT	View image in PDF format
02/06/2019 ANNUAL REPORT	View image in PDF format
01/16/2018 ANNUAL REPORT	View image in PDF format
04/17/2017 ANNUAL REPORT	View image in PDF format
05/11/2016 AMENDED ANNUAL REPORT	View image in PDF format
02/25/2016 ANNUAL REPORT	View image in PDF format
01/26/2015 ANNUAL REPORT	View image in PDF format
02/27/2014 ANNUAL REPORT	View image in PDF format
01/23/2013 ANNUAL REPORT	View image in PDF format
01/06/2012 ANNUAL REPORT	View Image in PDF format
01/17/2011 ANNUAL REPORT	View image in PDF format
07/12/2010 Amendment and Name Change	View image in PDF format
01/27/2010 ANNUAL REPORT	View image in PDF format

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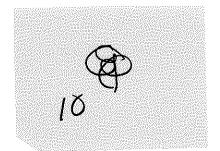
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Lighthouse ArtCenter (Consultant) and

attest that Consultant does not use coercion: Florida Statutes.	for labor or services as defined in section 787.06,
Under penalty of perjury, I hereby declar and correct.	e and affirm that the above stated facts are true
(signature of officer or representative)	Jenifer Licata, Executive Director (printed name and title of officer or representative)
State of Florida, County of Palm Beach	
	as of physical presence or online notarization 2024, by Tenfer Licato.
Personally known OR produced identified	cation 🗆 🗸
Type of identification produced	DL
NOTARY PUBLIC My Commission Expires: State of Florida at large	MICHAEL WIMER Notary Public - State of Florida Commission # HH 358564 My Comm. Expires Feb 5, 2027

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CIL

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2024, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Mandel Jewish Community Center of the Palm Beaches, 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:

<u>ARTICLE I</u>

MARKETING DESCRIPTION

1.1 GRANTEE: Name: Mandel Jewish Community Center of the Palm Beaches Inc.

Address: 8500 Jog Road

Boynton Beach, FL 33472

Attention: Jesse Rosen

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award):\$136,473
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> September 8, 2025
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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

- 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.
- **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.

- 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, and otherdocumentation 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. GRANTEEmust 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.

- 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.
- 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 Grant 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.

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.

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 <u>CREDITS</u>: 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 FAMILARIZATION 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 <u>AUTHORITY TO PRACTICE</u>: 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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- **2.20 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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 <u>PERFORMANCE AND OBLIGATION TO PAY</u>: 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 <u>ELIGIBILITY REQUIREMENTS</u>: 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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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 <u>PUBLIC RECORDS</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:						
DocuSigned by:						
By: Enamuel Perry Date: 08/01/2024	1					
Emanuel Perry, Executive Director Tourist Development Council						
Tourist Development Council						
	APPROVED AS TO TERMS					
	AND CONDITIONS DocuSigned by:					
	By: Joan Hutchinson 7/11/24 Date:					
	Joan Hutchinson					
	Contracts & Grants Coordinator					
	Tourist Development Council					
Mandel Jewish Community Center of the Palm F By:	TEE FEDERAL TAX ID #:Beaches Inc.					
Jesse Rosen, President & CEO						
Legal Name/Title						
APPROVED AS TO FORM AND LEGAL	APPROVED AS TO TERMS AND					
SUFFICIENCY: COUNTY Docusigned by:	CONDITIONS: CULTURAL COUNCIL OF					
The same of the same	PALM BEACH COUNTY, INC.					
By: ybhi Yelizaveta fterman	DocuSigned by:					
Yelizaveta B. Herman	By: Dave Lawrence					
County Attorney	Dave Lawrence, President and CEO					

Exhibit A

Mandel JCC

To meet the community's need for exceptional and engaging events, the Mandel JCC offers a multifaceted calendar of Jewish cultural arts. From October 1- September 30, programming will include the 35th Palm Beach Jewish Film Festival, a year-long book festival, a lifelong learning institute of lectures and lunch and learns, as well as various arts and culture special events.

The Palm Beach Jewish Film Festival brings the finest examples of Jewish cinema from around the world to Palm Beach County, drawing permanent residents from all surrounding areas including Dade, Broward, and Martin counties as well as snowbirds and tourists from around the country, most prominently the east coast, Films range from comedic to dramatic, contemporary to historical, animated to documentaries, yet they all share themes that resonate with a diverse population. The Palm Beach Jewish Film Festival stands out from typical theater going and watching films from home because it offers film premiers, talk backs and Q&As. These unique additions make it even more attractive for people to come out and travel to see films as they are films they can't get elsewhere with added touchpoints with the film directors, producers, and actors. The grant will help us promote these unique characteristics to different audiences. This year's festival will be hosted in three locations. The first week from January 26-January 30th will be at our Mandel JCC in Palm Beach Gardens. The second week will be from February 1-6 at a movie theater in Boynton Beach, and the third week will be from February 8-February 13 at a theater in Lake Worth. Showing films in three locations allows us to promote to even more counties that are both north and south of our locations and broadens our reach even more.

The Mandel JCC Book Festival will host events from November 2024- April 2025 with 9 events in total. Our first event that we consider our kick-off event is typically the largest of the season and will take place in November. This is our Celebrating Sisterhood Brunch that will be held at a local restaurant. We promote it as a women's event and it brings in women from all over to celebrate the written word. The authors we are bringing in this year are nationally celebrated authors- including best-selling authors and award winning authors that will help bring in audiences from around the country. These authors will not be in every city so we will use our grant dollars to promote these events so fans of these authors will travel to our location.

This year for lifelong learning we will be welcoming speakers such as Robert Watson and Leslie Goddard. These are two historians that have a huge following and typically bring in over 100 people to their events. Their notoriety as well as their multimedia presentations and relevant topics are a huge draw for a more senior audience. We will use the grant money to market to senior living facilities and gated communities to bring tour busses of residents to see these events. Our budget often allows us to bring in speakers that these facilities can't so we believe it will be a great draw for them to participate. In addition, we'll host lunch and learns at our Boynton Beach facility with other important lecturers from universities, synagogues, etc. that are well-known in their field and will draw people from outside the county.

And lastly, we'll host arts and culture special events at both our Palm Beach Gardens and Boynton Beach facilities. These will range from musical events, comedian events, and other Jewish related content. We are bringing in two cantors from New Jersey that we hosted last year. They sing songs

Exhibit A

from the 70s era and we brought in over 400 people between our two locations. The genre of music, the Jewish piece, and the origin of the cantors helped bring in people from across the country, specifically from that north east area of the country. We will host this event again in early 2025 and build on its success by adding other musical events with national awareness. These arts and culture events will be held once a month in October through April in each of our locations. We will use our marketing grant dollars to reach people across the country through social media, advertising, and direct mailings.

CULTURAL COUNCIL FY24/25

CULTURAL TOURISM DEVELOPMENT FUND

Category CII - Cultural Marketing INCOME/EXPENSE BUDGET

Grantee Name:	Mandel Jewis	sh Community	Center				
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant Fiscal Year)	Category Grant Funds	Other Program Funds (Include program matching funds)	Program Budget (ALL Exhibit A	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: Admin/Tech/Artistic	N/A	113,000	113,000	8,717,345	8,830,345	58.6%	
Personnel: Marketing (50% of allowable)	26,773	131,907	158,680	105,133	263,813	1.8%	
Outside Professional Services: Artistic	25,000	44,203	69,203	-	69,203	0.5%	
Outside Professional Services: Marketing/PR	_	Let	-	9,372	9,372	0.1%	
Outside Professional Services: Other	45,000	75,000	120,000	390,364	510,364	3.4%	
Space Rental for Program	11,700	-	11,700	-	11,700	0.1%	
Rent/Mortgage	N/A		P	-	MP		
Marketing/Advertising	28,000	8,000	36,000	49,750	85,750	0.6%	
All Other Remaining Operating Expenses	N/A	12,000	12,000	5,282,224	5,294,224	35.1%	
TOTAL EXPENSES*	\$ 136,473				\$ 15,074,771	100%	
	*(Total Exp	penses in each column	above must equal Tot	al Revenues in same c	olumn below. Budgets r	nust be bala	anced.)
Revenue							
Admissions (Tickets/Subscriptions) Revenue			157,060	No.	157,060	1.0%	·
Membership Revenue			68,550	-	68,550	0.5%	•
Contracted Services Revenue				11,010,757	11,010,757	73.0%	
Other Revenue				294,773	294,773	2.0%	
Corporate Contributions				_	en .	-	
Foundation Grants				1,347,461	1,347,461	8.9%	
Other Private Support			158,500	1,901,197	2,059,697	13.7%	
Government Grants (Federal)					-	_	
Government Grants (State)					ш	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		136,473		136,473	0.9%	
Grantee Cash-Budget shortfall/(surplus)***					_	-	
TOTAL REVENUES*			\$ 520,583	\$ 14,554,188	\$ 15,074,771	100%	\$ -
*(If any amounts appear on this line, then			*	\$ -	\$ -	proof	\$ -

In-Kind Explanation 2024-2025

Exhibit B

Grantee Name:							
In declaring any "In-Kind" Revenue, please describe details below:							
Personnel: Admin/Te	ech/Artistic:	N/A					
	Neither volunteer hours nor	donated salaries are recognized as "In-Kind"					
Personnel: Marketing (50% of allowable): N/A							
Neither volunteer hours nor donated salaries are recognized as "In-Kind"							
Outside Professiona	l Services: Artistic						
Outside Professiona	I Services: Marketing/PR						
Outside Professiona	l Services: Other						
Space Rental for Pro	gram:						
Rent/Mortgage:							
Marketing/Advertising:							
Remaining Operating Expenses:							

B-2

Exhibit B Shortfall or Surplus Explanation: 2024-2025

	Shortfall Explanation:
Income/Expense crea	ates a net shortfall (loss), please provide a short explanation of the source of funds (listed under
	to cover that planned shortfall.
hortfall:	
	Surplus Explanation:
F Income/Evpense cros	ates a net surplus , please provide a short explanation of the planned use of those surplus funds (I
Applicant Cash").	ates a fiet sui pius , piease provide a short explanation of the planned use of those surplus funds (i
Surplus:	
out plus.	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits
 required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are
 available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2024

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).

	is certificate does not confer rights to							equite all endorsement.	A Sic	Rement on
PRODUCER			CONTACT							
	ce Gendelman Co., Inc.			:	NAME: Linda Anderson PHONE (A/C, No, Ext): 262-477-4724 (A/C, No): 262-477-4724					
	4 Florida Avenue st Palm Beach FL 33401-7866				(A/C, No. Ext): 202-477-4724 (A/C, No): 202-477-4724 E-MAIL					
***	317 ann 130aon 1 12 00-70 1-7 000				ADDRES			DING COVERAGE	T	NAIC#
				License#: L003035	Neuer		of NonProfits			10023
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	ndel Jewish Community Center					***************************************	surance CO			10209
of the	ne Palm Beaches, Inc. 0 S Jog Rd				INSURE					
Boy	nton Beach FL 33472-2972				INSURER D:					
,					INSURER F:					
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	IIS IS TO CERTIFY THAT THE POLICIES				VE BEEN	N ISSUED TO			E POLI	CY PERIOD
IN	DICATED. NOTWITHSTANDING ANY RE	QUIR	EME!	NT, TERM OR CONDITION	OF ANY	CONTRACT	OR OTHER D	OCUMENT WITH RESPEC	T TO V	WHICH THIS
	RTIFICATE MAY BE ISSUED OR MAY P CLUSIONS AND CONDITIONS OF SUCH F							HEREIN IS SUBJECT TO	ALL T	HE TERMS,
INSR LTR		ADDL	SUBR				POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	INSD Y	WVD	POLICY NUMBER 202467171		1/1/2024	(MM/DD/YYYY) 1/1/2025		\$ 1,000	000
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	CEANWS-WADE X 0000K						i			
									\$ 20,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$ 1,000	
	POLICY PRO-								\$2,000	
	OTHER:								\$2,000 \$,800
Α	AUTOMOBILE LIABILITY			202467171		1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000
	ANY AUTO								\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	nt) \$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X UMBRELLALIAB X OCCUR	Υ		202567171UMB	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 5,000,000		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000	,000
	DED RETENTION\$				ļ				\$	
B WORKERS COMPENSATION Z133914608		Z133914608		1/5/2024	1/5/2025	X PER OTH- STATUTE ER				
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE								E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	£ \$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							***************************************	\$ 1,000	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL									_
	m Beach County Board of County Commespects General Liability when required									
	cellation to County applies prior to any n						20000000000	une policy. Go days white	THOUGH	, 01
CERTIFICATE HOLDER CANCELLATION										
								ESCRIBED POLICIES BE CA		
Palm Beach County Board of			THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
County Commissioners c/o										
Cultural Council of Palm Beach County, Inc.				AUTHODITED DEDDECENTATIVE						

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601 Lake Ave Lake Worth FL 33460

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

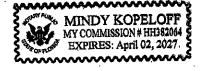
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Mandel Jewish Community Center of the Palm Beaches Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

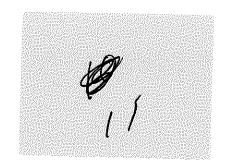
Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)	Jesse Rosen, President & CEO (printed name and title of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by me this, 30 day of 5019	eans of \square physical presence or \square online notarization 2024 , by Sesser Rosen
Personally known 🛛 OR produced identification	ification
Type of identification produced	•
minde & Karelah	

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CII

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on ________, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Spady Cultural Heritage Museum, 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: Spady Cultural Heritage Museum, Inc.

Address: 170 NW 5th Avenue

Delray Beach, FL, 33444

Attention: Charlene Farrington

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$129,766
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u>
 <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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.
- **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.

- 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, and otherdocumentation 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. GRANTEEmust 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.

- Securified 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 Grant 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.

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.

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 <u>CREDITS</u>: 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 FAMILARIZATION 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.

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 <u>AUTHORITY TO PRACTICE</u>: 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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- **2.20 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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 <u>ELIGIBILITY REQUIREMENTS</u>: 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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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 <u>SEVERABILITY</u>: 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 <u>PUBLIC RECORDS</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:	
DocuSigned by:	
By: Emanuel Perry Date: 08/01/2024	
Emanuel Perry, Executive Director	
Tourist Development Council	
•	APPROVED AS TO TERMS
	·
	AND CONDITIONS Docusigned by:
	By: Joan Hutchinson 7/11/24 Date:
	Joan Hutchinson Contracts & Grants Coordinator
	Tourist Development Council
	F
GRANTEE ORGANIZATION: GRANTE Spady Cultural Heritage, Museum, Inc. By:	E FEDERAL TAX ID #:
Charlene Farrington, Executive Director	
Legal Name/Title	
APPROVED AS TO FORM AND LEGAL	APPROVED AS TO TERMS AND
SUFFICIENCY: COUNTY	CONDITIONS: CULTURAL COUNCIL OF
DocuSigned by:	PALM BEACH COUNTY, INC.
By: Noti Gelizaveta Herman	DocuSigned by:
Yelizaveta B. Herman	Dave lawrence
County Attorney	By: Dave Lawrence, President and CEO
	Davo Lawronco, i resident and CEO

Exhibit A

SPADY MUSEUM BLACK HISTORY ARCHIVES and EXHIBITION PROGRAM

Location: Spady Museum

Date(s): Year-round, museum hours 11:00 am - 4:00 pm Tuesday - Saturday

The Spady Museum Black History Archives are at the heart of our mission (to expand, preserve, and present the culturally diverse history of the black communities in PBC) and is a continuous work-in progress. The Spady Museum collects PBC's Black History in an effort to present information in an endeavor to fill in the missing pages of the County's pre-settlement and settlement history. The exhibition program include a permanent collection as well as exhibits on loan that highlight the historical and cultural significance of people and places from the African Diaspora. The following is the tentative schedule exhibition schedule with accompanying exhibit program activities for FY24-25 drafted by our Exhibition Manager, Khaulah Nuruddin.

Program dates and activities are subject to change.

Title TBD - Solo exhibition of multimedia works by Ives Gabriel

Spady House: October 2024- January 2025

Reception: October 2024

Public artist workshop - Date (time)

Artist talk - Date (time)

Ozie Youngblood – ephemera, artifacts and memorabilia from museum archive

Williams Cottage: October 2024- December 2024

Water Works – Water exhibit incorporating the Bahamian local connection – Evan Bennet and Cathleen Dean photography and video.

Spady House: February 2025 – September 2025 Evan Bennet: film screening – Date (time)

Cathleen Dean: artist talk – Date (time)

Walk to the water in Delray Beach - Date (time)

RIDE & REMEMBER BUS TOUR is a two-hour tour with a focus on the five historic districts of Delray Beach. These tours are designed to provide people from all backgrounds, ages, and walks of life a fun and interactive experience as they learn about the City's culturally diverse history. Location: Five historic districts of Delray Beach (West Settler's, Old School Square, Del Ida, Nassau, and Marina). Tour begins and ends at the Spady Museum, which is in the West Settler's District.

Date(s): Year-round for public and private tours

LECTURE SERIES include Sankofa Study Group, Sip & See, and other co-hosted lectures and speaker series. These programs focus on topics and issues the Black community experiences both historically and currently. Location: Spady Museum or similar cultural partner venues depending on the event presentation Date(s): Year-round

KWANZAA and KUUMBA VILLAGE have been combined to create a more enriching experience for attendees. KWANZAA is an African-Americans celebration of life from 12/26-1/1. Kuumba is the Kwanzaa principle that celebrates creativity and uplifts community. This program is for the purpose of celebrating life and helping under-served families and the homeless with creating gifts for the holidays at no cost to them. Location: Spady Museum

MARTIN LUTHER KING, JR. BRUNCH program honors Dr. King's memory and educates the public about his life and the civil rights movement through inspirational music and dynamic speaker presentations. Location: Indian Spring Country Club or similar venue to accommodate up to 400 guests

BLACK HISTORY MONTH YOUTH ARTS FESTIVAL is a Black history youth awareness arts festival, inspiring youth throughout Palm Beach County to participate in a multi-discipline arts festival that is open to the public. All festival attendees will the opportunity to participate in the Community Drum Circle that showcases

Exhibit A

a special 50 to 100 Drums presentation of Unity in the Community and other festival activities. Location: Spady Museum

A DELRAY BEACH FAMILY AFFAIR (FLORIDA EMANCIPATION DAY) commemorates the emancipation of the enslaved in Florida. This celebration may include a concert, public art projects and other artistic activities that represents the significance of Florida's emancipation. Location: Spady Museum and/or public venues in Palm Beach County

JUNETEENTH commemorates the emancipation of the enslaved in the United States. This celebration may include a concert, public art projects and other artistic activities that represents the significance of Juneteenth.

FOURIST DEVELOPMENT FUND FY2023/2024

Category CII - Cultural Marketing INCOME/EXPENSE BUDGET

Grantee Name:	Spady Cultura	l Heritage Museu	m, Inc.				
Program Budget Detail: October 1, 2023 to September 30, 2024 (Grant Fiscal Year)	Allocation of Category Grant Funds	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: Admin/Tech/Artistic	N/A	103,342	103,342	40,228	143,570	27.1%	
Personnel: Marketing (50% of allowable)			F		=	-	
Outside Professional Services: Artistic	9,250		9,250		9,250	1.7%	
Outside Professional Services: Marketing/PR	58,600	17,658	76,258	-	76,258	14.4%	
Outside Professional Services: Other	20,516	26,000	46,516	30,000	76,516	14.4%	
Space Rental for Program		2,000	2,000		2,000	0.4%	
Rent/Mortgage	N/A	· · · · · · · · · · · · · · · · · · ·	_	115,295	115,295	21.7%	115,295
Marketing/Advertising	41,400		41,400		41,400	7.8%	
All Other Remaining Operating Expenses	N/A		**	66,272	66,272	12.5%	
TOTAL EXPENSES*	\$ 129,766	\$ 149,000	\$ 278,766	\$ 251,795	\$ 530,561	100%	\$ 115,295
N/A (not funded by Tourist Development Fund)	*(Tota	al Expenses in each colur	nn above must equal Tota	al Revenues in same co	umn below. Budgets mus	t be balance	d.)
Revenue							
Admissions (Tickets/Subscriptions) Revenue			15,000	4,500	19,500	3.7%	
Membership Revenue				8,000	8,000	1.5%	
Contracted Services Revenue				4,000	4,000	0.8%	
Other Revenue			15,000	10,000	25,000	4.7%	
Corporate Contributions				10,000	10,000	1.9%	
Foundation Grants			8,000	50,000	58,000	10.9%	
Other Private Support					•	-	
Government Grants (Federal)					•	-	
Government Grants (State)			-		-	-	
Government Grants (Local)			111,000	165,295	276,295	52.1%	115,295
TDC Grant Award Amount	(Matches total of colun	nn A above)	129,766		129,766	24.5%	
Grantee Cash-Budget (shortfall)/surplus***					m	-	
TOTAL REVENUES*			\$ 278,766	\$ 251,795	\$ 530,561	100%	\$ 115,295
*(If any amounts appear on this line	Maria District Constitution	FI F EN LAN	ds .	\$	S -	proof	S -

Exhibit B

In-Kind Explanation

Grantee Name:										
In declaring any "In-Kind" Revenue, please describe details below:										
Personnel: Admin/Te	ech/Artistic:	N/A								
^	Neither volunteer hours nor donated salaries are recognized as "In-Kind"									
Personnel: Marketing	g (50% of allowable):	N/A								
	Neither volunteer hours nor dona	nted salaries are recognized as "In-Kind"								
Outside Professiona	Services: Artistic									
Outside Professiona	l Services: Marketing/PR									
Outside Professiona	l Services: Other									
Space Rental for Pro	gram:									
Rent/Mortgage:										
Spady House and Will annual rent.	liam's Cottage are City of Delray	Beach buildings. The \$115,295 is the fair market value of								
Marketing/Advertisin	g:									
Remaining Operating	g Expenses:									

Grantee Name:

Exhibit B	Shortfall or Surplus	Explanation FY23-24
EVIIIDIL D	JIIOI Hall Of Julpius	EXPIANATION FIZO Z4

	Shortfall Explanation:
f Income/Expense creates a net shortfall (loss), cover that planned shortfall.	please provide a short explanation of the source of funds (listed under "App
Shortfall:	
	Surplus Explanation:
If Income/Expense creates a net surplus, please	provide a short explanation of the planned use of those surplus funds (listed
Surplus:	
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Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- · Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the

terms and conditions of the policy, c certificate holder in lieu of such endor	ertain seme	poli nt(s).	cies may require an end	dorsem	ent. A state	ment on thi	s certificate does not conf	er rights to the		
PRODUCER				CONTA	CT James Dr	ake				
Cynanotary, LLC				PHONE FAX						
7061 W. Commercial Blvd., Ste. 5H				(A/C, No. Ext): 954 977 9905 (A/C, No): 954 653 3860						
Tamarac, FL 33319				ADDRESS: jimdrake@cynanotary.com INSURER(S) AFFORDING COVERAGE NAIC #						
				15101100				NAIC#		
INSURED				INSURER A: United States Liability Insurance Company						
Spady Cultural Heritage M	useur	71		INSURER B:						
170 NW 5th Avenue				INSURE						
Delray Beach, FL 33444			INSURE							
				INSURE						
COVERAGES CER	TIEI	~ A TE	NUMBEO.	INSURE	RF:		DEV/01011 NUMBER			
THIS IS TO CERTIFY THAT THE POLICIE			NUMBER:	VE OC	IN ICCUIED TO		REVISION NUMBER:	DOLLOW DEDICE		
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INSR TYPE OF INSURANCE	ADDL	SUBR					LIMITS			
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GEN'L AGGREGATE LIMIT APPLIES PER:							<u> </u>			
POLICY PRO- JECT LOC							\$	Incl.		
AUTOMOBILE LIABILITY			****	***************************************			COMBINED SINGLE LIMIT			
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ALL OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per accident) S			
HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE			
100							(Per accident) S			
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AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N							TORY LIMITS ER			
OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	NIA						E.L. EACH ACCIDENT S			
If yes, describe under							E.L. DISEASE - EA EMPLOYEE S			
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT S			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Museum	LES (A	\ttach /	ACORD 101 Additional December		<u> </u>					
Museum	(A	necatiff /	South 101, Additional Remarks	ocnedule	, п more space is	required)				
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Palm Beach County Board of County Com	missic	ners,	Tourist Development Cou	ıncil and	d Cultural Cou	ıncil, as Desi	gnated Organization, is an Ad	ditioal Insured as		
respects General Liability when required by	writte	n con	tract subject to the terms,	conditio	ons and exclus	sions of the p	olicy.			
CERTIFICATE HOLDER										
CERTIFICATE HOLDER				CANC	ELLATION					
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Palm Beach County Board of				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CANC EREOF, NOTICE WILL BE	DELIVERED IN		
c/o Cultural Council for Palm	Beac	h Cou	ınty	ACC	ORDANCE WIT	TH THE POLIC	Y PROVISIONS.			
601 Lake Avenue										
Lake Worth, FL 33480				AUTHO	RIZED REPRESEI	;				
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9 1988-2010 ACORD CORPORATION. All rights reserved.

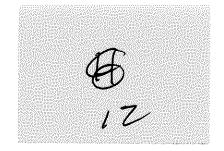
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Spady Cultural Heritage Museum**, **Inc.** (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

section 787.06, Florida Statutes.	
Under penalty of perjury, I hereby declar and correct. (signature of officer or representative)	Charlene Farrington, Executive Director (printed name and title of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by mean this, 31 day of 20 Personally known \(\mathbb{R} \) OR produced identified	as of physical presence or online notarization by Charlene Farring ton cation .
Type of identification produced	•
NOTARY PUBLIC / My Commission Expires: May 27,202 State of Florida at large	JOYGE CLIFFORD MY COMMISSION # HH 394213 EXPIRES: May 17, 2027

(Notary Seal)



PALM BEACH COUNTY

TOURIST DEVELOPMENT TAX CATEGORY CIL

FY2025 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and Young Singers of the Palm Beaches, 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: Young Singers of the Palm Beaches, Inc.

Address: 701 Okeechobee Blvd

West Palm Beach, FL 33401

Attention: Holly Stewart

- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$139,450
- 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 due 4/15/25

Final report due 10/31/25

- 1.6 PAYMENT SCHEDULE: Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 <u>EXPENDITURE DEADLINE</u>: <u>Final Reimbursement Request due to COUNTY</u> <u>September 8, 2025</u>
- 1.8 GRANT PERIOD: October 1, 2024 through September 30, 2025
- 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, 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.
- **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 asthe 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.

- 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, and otherdocumentation 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. GRANTEEmust 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, COÚNTY 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 Grant 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.

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 <u>CREDITS</u>: 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).









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 FAMILARIZATION 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.

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 <u>AUTHORITY TO PRACTICE</u>: 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.
- **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 <u>E-VERIFY – EMPLOYMENT ELIGIBILITY:</u> GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has

has verified that all GRANTEE'S subcontractors performing the duties and obligations of this Grant Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment of all newly hired workers. GRANTEE shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. GRANTEE shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Grant Agreement which requires a longer retention period.

COUNTY shall terminate this Grant Agreement if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Grant Agreement pursuant to the above, GRANTEE shall be barred from being awarded a future Grant Agreement by COUNTY for a period of one (1) year from the date on which this Grant Agreement was terminated. In the event of such Grant Agreement termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

2.18 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.

2.19 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.

- **2.20 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

- 2.21 <u>CONTRACT REPRESENTS TOTAL AGREEMENT</u>: 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.
- 2.22 <u>NONDISCRIMINATION</u>: 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

- **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 <u>ELIGIBILITY REQUIREMENTS</u>: 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 <u>AGREEMENT/APPROVAL AND AMENDMENT</u>: 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

- 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 <u>PUBLIC RECORDS</u>: 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.

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.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:	
DocuSigned by:	
By: Emanuel Perry Date: 07/11/2024	
Emanuel Perry, Executive Director	
Tourist Development Council	
-	APPROVED AS TO TERMS
	AND CONDITIONS Docusigned by:
	By: Joan Hitchinson 7/8/24 By: Date:
	Joan Hutchinson
	Contracts & Grants Coordinator
	Tourist Development Council
GRANTEE ORGANIZATION: GRANTE Young Singers of the Ralm Beaches, Inc. By:	EE FEDERAL TAX ID #:
Holly Stewart, Executive Director	
Legal Name/Title	
APPROVED AS TO FORM AND LEGAL	APPROVED AS TO TERMS AND
SUFFICIENCY: COUNTY Docusigned by:	CONDITIONS: CULTURAL COUNCIL OF
By: John Velizaveta Herman	PALM BEACH COUNTY, INC.
~ J · <u>L - · · · · · · · · · · · · · · · · · · </u>	DocuSigned by:
Yelizaveta B. Herman County Attorney	By: Van Lawrence
County Attorney	Dave Lawrence, President and CEO

Exhibit A

December 2024 Ensembles of YSPB singers perform at municipal tree lightings including the cities of Boynton Beach, Lake Clarke Shores and Boca Raton. YSPB's Choir in the Glades performs at the annual Holiday Celebration at McDonald Park outside the Lawrence E Will Museum.

December 14, 2024 "Winter Tapestry" concert- Approximately 350 youth in 2nd through 12th grade from YSPB's Kravis and Boynton Beach Cultural Center Performance choirs present their annual holiday concert in Dreyfoos Hall at the world renown Kravis Center for the Performing Arts. They are accompanied by a live orchestra of professional musicians. This production attracted 1,958 people in December 2023. Based on historical surveys, this event attracts a diverse audience or in-county and out-of-county residents including singer families, extended family members from across the nation and world, alumni families, and seasonal tourists who enjoy opening the holiday season with this annual tradition.

April 2025 Black Gold Jubilee – YSPB's Choir in the Glades will perform at Black Gold Jubilee, our Western Region's largest community-based festival attracting visitors from Palm Beach, Glades, Okeechobee and Hendry Counties.

May 4, 2025, Spring Concert - More than 300 youth in 2nd through 12th grade from YSPB's Performance choirs present their annual community concert in the Kravis Center for the Performing Arts' Dreyfoos Hall. They are accompanied by an orchestra of professional musicians and there is a Beyond the Stage performance by YSPB's free afterschool choirs prior to the event on the grand staircase in the lobby. This production attracted 1,936 people last year. Based on historical surveys, this event attracts a diverse audience or in-county and out of county residents including singers' families, extended family members from across the nation and world, alumni families, and visiting families.

In addition to the events listed, YSPB collaborates with other arts and culture institutes with the goal of increasing attendance for all cultural and performing art events. Our Kravis Center, Boynton Beach and Glades Choirs perform at community events including 9/11 memorials, at Yesteryear Village, for Palm Beach Roundtable, at the Mayor's Ball, the International Polo Festival, Martin Luther King memorials, breast cancer awareness events, community parades and at the Florida Theater Conference. This year we plan to add another satellite performance choir in Northern Palm Beach County. Cumulatively, we expect YSPB's performance and outreach programs to participate in 35 community performances and events during our 2024-2025 season reaching an audience of over 25,000.

While our community concerts and collaborative performances with organizations like the Palm Beach Opera, Palm Beach Symphony, and International Polo Festival attract out-of-town visitors, funding from the Cultural Council Tourism Development Fund will specifically support advertising to recruit performers and audience members for our December 14, 2024, Winter Tapestry and May 4, 2025, Spring Concerts at the Kravis Center for the Performing Arts. Since our return to in person performances, marketing efforts funded by the Tourism and Development have increased our audiences 48% compared to our December 2021 performance and16% compared to our pre-COVID audience. Our intent is to capitalize on our June 8, 2024, concert at Carnegie Hall to attract visiting audiences, especially families, who may vacation in Palm Beach.

Exhibit A

YSPB engages in numerous collaborations which provide opportunities for cross marketing. For example, our partnership as the children's choir for the Palm Beach Opera and Palm Beach Symphony allows us to reach a broader audience, increasing ticket sales for both organizations' performances. Our cooperative relationship with the Kravis Center has expanded their youth and family audience and allowed our signers to perform with touring productions like Floyd Nation. We also capitalize on these partnerships to expand our virtual footprint. For example, Palm Beach Symphony's production of "The Shoe Bird" featuring a YSPB ensemble, reached a national audience of over 15 million households and was nominated for two Suncoast Emmys. "Christmas Overtime", a made for TV romantic movie featuring a YSPB ensemble, is being released this holiday season. YSPB recordings have been featured in local, state and national award ceremonies and conferences including in a commercial in Ireland and on a PBS Kids' show.

CULTURAL TOURISM DEVELOPMENT FUND

Category Cll - Cultural Marketing INCOME/EXPENSE BUDGET

CULTURAL COUNCIL FY 2024/2025

Grantee Name:	Young Singe	rs of the Palm Be	eaches				
Program Budget Detail: October 1, 2024 to September 30, 2025 (Grant Fiscal Year)	Allocation of Category Grant Funds	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: Admin/Tech/Artistic	N/A	418,366	418,366	153,193	571,559	45.4%	
Personnel: Marketing (50% of allowable)	27,000	30,806	57,806	14,452	72,258	5.7%	
Outside Professional Services: Artistic	14,000	21,500	35,500	70,964	106,464	8.5%	
Outside Professional Services: Marketing/PR	5,000	_	5,000	-	5,000	0.4%	
Outside Professional Services: Other	22,000	2,050	24,050	-	24,050	1.9%	
Space Rental for Program	58,450	5,550	64,000	-	64,000	5.1%	
Rent/Mortgage	N/A	37,606	37,606	8,715	46,321	3.7%	
Marketing/Advertising	13,000	1,005	14,005		14,005	1.1%	
All Other Remaining Operating Expenses	N/A	302,026	302,026	53,306	355,332	28.2%	
TOTAL EXPENSES*	\$ 139,450	\$ 818,909	\$ 958,359	\$ 300,630	\$ 1,258,989	100%	\$.
	*(Tot	al Expenses in each colu	nn above must equal Tol	al Revenues in same co	lumn below. Budgets mu	st be baland	ed.)
Revenue							
Admissions (Tickets/Subscriptions) Revenue			140,990	н	140,990	11.2%	
Membership Revenue			367,450	-	367,450	29.2%	
Contracted Services Revenue			16,000	0	16,000	1.3%	
Other Revenue			10,400	-	10,400	0.8%	
Corporate Contributions			5,000	-	5,000	0.4%	
Foundation Grants			127,000	25,000	152,000	12.1%	
Other Private Support	SE MANGRAHAN S		72,069		72,069	5.7%	
Government Grants (Federal)			_	_	-	-	
Government Grants (State)			M	-	•	-	
Government Grants (Local)			80,000	275,630	355,630	28.2%	
TDC Grant Award Amount	(Matches total of col	umn A above)	139,450	0		11.1%	
Grantee Cash-Budget shortfall/(surplus)***					_		
TOTAL REVENUES*			\$ 958,359	\$ 300,630	\$ 1,258,989	100%	\$.
*(If any amounts appear on this line, t	hen your Budget is out	of balance. Please correct.)			\$ 0	proof	\$ -
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet			*	Explain sources/uses of Ca	ash shortfall/surplus on B-3	worksheet	

Exhibit B In-Kind Explanation 2024-2025

Grantee Name:									
In declaring any '	'In-Kind" Revenue, pleas	e describe details below:							
Personnel: Admin/Te	ech/Artistic:	N/A							
	Neither volunteer hours nor dor	nated salaries are recognized as "In-Kind"							
Personnel: Marketing	g (50% of allowable):	N/A							
Neither volunteer hours nor donated salaries are recognized as "In-Kind"									
Outside Professional Services: Artistic									
Outside Professiona	l Services: Marketing/PR								
Outside Professiona	l Services: Other								
Space Rental for Pro	ogram:	***************************************							
Rent/Mortgage:									
Marketing/Advertisir	na:								
3	-9-								
Danieliula - On tie									
Remaining Operating	g Expenses:								
<u> </u>									

Exhibit B Shortfall or Surplus Explanation: 2024-2025

Grantee Name:	
	Shortfall Explanation:
If Income/Expense create	es a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "App
will be used to cover that	planned shortfall.
Shortfall:	
	Surplus Explanation:
If Income/Expense create	es a net surplus , please provide a short explanation of the planned use of those surplus funds (listed
Cash").	
Surplus:	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

- Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). 100% of staff time must be dedicated to marketing. If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.
- Outside professional services specific to artist fees directly related to the funded program
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the specific program(s)
- Marketing and advertising costs directly used on in-county and out-of-county marketing related to the funded program(s)
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition.
- Food and beverage expenses
- Student or intern expenses
- · Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage



CERTIFICATE OF LIABILITY INSURANCE

6/21/2024

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

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

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	Insureon, Division of Specialty Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, (_		•	PHONE (A/C, No, Ext): (844) 387-3240 FAX (A/C, No): 312-690-4123 E-MAIL ADDRESS:					
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Florida Not For Profit Corporation
YOUNG SINGERS OF THE PALM BEACHES, INC.

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01/21/2004

Event Effective Date

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Principal Address

701 OKEECHOBEE BLVD.

WEST PALM BEACH, FL 33401 UN

Changed: 02/10/2012

Mailing Address

701 OKEECHOBEE BLVD.

WEST PALM BEACH, FL 33401

Changed: 02/10/2012

Registered Agent Name & Address

Blankstein, Melanee

701 Okeechobee Blvd

West Palm Beach, FL 33401

Name Changed: 02/18/2016

Address Changed: 07/01/2013

Officer/Director Detail

Name & Address

Title AD

BERRY, SHAWN 701 OKEECHOBEE BLVD., STE. 305 WEST PALM BEACH, FL 33401

Title President

Fouts - Jette, Kai Li 701 OKEECHOBEE BLVD., STE. 305 WEST PALM BEACH, FL 33401

Title Treasurer

Pyle, Robert 701 OKEECHOBEE BLVD. SUITE 305 WEST PALM BEACH, FL 33401

Title Executive Director

Stewart, Holly 701 Okeechobee Blvd West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2022	01/24/2022
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2024	02/07/2024

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Florida Department of State, Division of Corporations

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Young Singers of the Palm Beaches, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

and correct.		
(signature of officer or representative)	Holly Stewart, Executive Direct (printed name and title of officer	"""\-
State of Florida, County of Palm Beach		
Sworn to and subscribed before me by mean this, st day of	ns of physical presence or or do	online notarization Brooks
Personally known [] OR produced identifi	cation K	
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M. A.		
NŎTARY PUBLIC		ALLAN BROOKS
My Commission Expires:		Notary Public
State of Florida at large		State of Florida Comm# HH162367 Expires 8/11/2025

(Notary Seal)