

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: April 1, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

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I. EXECUTIVE BRIEF


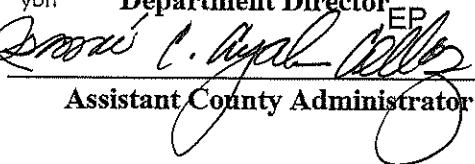
**Motion and Title:** Staff recommends motion to receive and file: First Amendment to Category “B” FY2025 Grant Agreement (R2024-1478) managed by the Cultural Council of Palm Beach County, Inc. (Cultural Council), on behalf of the Palm Beach County Tourist Development Council (TDC) with Norton Museum of Art, Inc., for a total amount of \$375,086 for the grant term of October 1, 2024 – September 30, 2025. This Amendment was approved by the TDC on February 13, 2025.

**Summary:** The First Amendment updates Exhibit A – Project Description by adding Splendor and Passion, Baroque Spain exhibit to the Sorolla and Sea exhibition, and Exhibit B – Project Budget, by increasing the grant amount by \$100,000, for a total not to exceed amount of \$375,086. 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 “B” Culture grantees after they have been approved by the TDC. Countywide (YBH)

**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 “B” Agreements. This Amendment has been executed on behalf of the BCC by the Executive Director of the TDC in accordance with the authority delegated by the BCC and is now being submitted to the BCC to receive and file.

- Attachment:**
- 1. First Amendment to the Category “B” FY 2025 Grant Agreement with the Norton Museum of Art, Inc., with Exhibits A and B (2)
  - 2. Category “B” FY 2025 Grant Agreement with Norton Museum of Art, Inc., with Exhibits A, B, C, COI, and Florida Statute 787.06 Affidavit (2)

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Recommended by: 	Date: <u>3/3/25</u>
<small>ybh</small> Department Director	
Approved By: 	Date: <u>3/10/25</u>
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	\$375,086				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$375,086</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Is this Item using State funds? Yes \_\_\_\_\_ No X

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

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Second, third, fifth, and sixth penny bed tax funding.


C. Department Fiscal Review: 3/3/25

### III. REVIEW COMMENTS

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

Lisa M. 3/5/2025  
 OS. 3/4/25 BSH OFMB  
 Contract Dev. and Control  
 26 3.5.25

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

  
County Attorney 3/14/25

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

Department Director

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

**FIRST AMENDMENT TO THE PALM BEACH COUNTY TOURIST DEVELOPMENT TAX CATEGORY B FY2025  
GRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND NORTON MUSEUM OF ART, INC.**

**THIS FIRST AMENDMENT (AMENDMENT)** is made and entered into this 2/14/2025 day of \_\_\_\_\_, 2025, to the Agreement dated August 1, 2024 (AGREEMENT) (R2024-1478), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Norton Museum of Art, Inc. (NORTON MUSEUM) (collectively, PARTIES).

**WITNESSETH:**

**WHEREAS**, the COUNTY and NORTON MUSEUM entered into the AGREEMENT 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 PARTIES desire to amend the AGREEMENT, as provided herein; 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**, in consideration of the mutual covenants contained herein, the PARTIES agree, as follows:

1. Article 1.2 of the AGREEMENT is deleted in its entirety and replaced with the following:

**1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$375,086**

2. Exhibits A and B of the AGREEMENT, as amended, are hereby deleted in their entirety and replaced with Exhibit A (Project Description), and Exhibit B (Project Budget), both attached hereto and made a part hereof.
3. This AMENDMENT shall become effective when executed by the PARTIES hereto.
4. All other terms and conditions of the AGREEMENT, dated August 1, 2024, shall remain in full force and effect.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the PARTIES hereto have executed this FIRST AMENDMENT on the day and year first written above.

PALM BEACH COUNTY:

By: Emanuel Perry  
Emanuel Perry, Executive Director  
Tourist Development Council

APPROVED AS TO TERMS AND CONDITIONS:

By: Joan Hutchinson  
Joan Hutchinson,  
Contracts and Grants Coordinator  
Tourist Development Council

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Yelizaveta B. Herman  
Yelizaveta B. Herman  
Assistant County Attorney

GRANTEE:

By: Ghislain d'Humieres  
Ghislain d'Humieres President & CEO

GRANTEE FEDERAL TAX ID #  
59-0624432

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

By: Dave Lawrence  
Dave Lawrence, President and CEO

## PROJECT DESCRIPTION

### Exhibit A

#### Norton Museum of Art

The Norton Museum of Art has been serving residents and visitors of Palm Beach County for more than 80 years. In 2024-2025, the Norton will continue this tradition of presenting diverse works of art and enriching programs designed to engage a growing and intergenerational audience. Special exhibitions will complement the Museum's world-class permanent collection of nearly 9,000 works of art. A wide array of educational and community engagement programming designed for art lovers of all ages and backgrounds will interpret the featured works.

Funding from this grant will be instrumental in marketing the Norton's season, which will feature three headlining exhibitions, each unique in nature:

1) **Strike Fast, Dance Lightly: Artists on Boxing**, on view from October 26, 2024 – March 9, 2025. This exhibition encompasses more than 110 artworks from the 1870s through present day in a dynamic presentation that is the largest comprehensive survey of artwork depicting the global sport of boxing and its cultural impact in more than 20 years. The project is a three-part institutional collaboration with two NY-based organizations, The FLAG Art Foundation and The Church, Sag Harbor. The exhibition will draw connections between boxing and society and the history of the centuries-old sport and its participants. The boxer and the act of boxing serve as a metaphor for an array of socio-political issues. The Norton's presentation provides visitors with space to examine and acknowledge the nature of fighting in its many historic and present-day contexts while offering opportunities for healing and discussion. **Strike Fast, Dance Lightly** is particularly poignant for South Florida audiences considering the significant role our community played in training the great George Foreman and Sugar Ray Leonard and the vibrant international boxing culture that continues to flourish in Miami Beach.

#### 2) Part A

**Sorolla and the Sea**, on view from November 23, 2024 – March 16, 2025. This exhibition represents a comprehensive survey of the coastal landscape paintings of Joaquín Sorolla y Bastida, one of the most important Spanish artists of all time. Sorolla was revered as the Spanish painter of light and renowned for his beach scenes and seascapes inspired by the Valencian coast of his childhood. The exhibition is particularly poignant for our South Florida community, drawing connections between our own Atlantic coast and Sorolla's images of the Spanish seacoast over 100 years ago. His painterly vision of the seaside mimics our own modern-day reality; the seaboard is a place to both work and enjoy—images of fishermen, vacationers, and sunbathers intimately paralleling our current coastal reality, attracting visitors with familiar juxtapositions of golden sand against vibrant blue skies.

#### Part B

**Splendor and Passion, Baroque Spain**, is a collaborative effort with the Boca Raton Museum of Art to conjoin two unique and rare exhibits. Add narrative about the Boca exhibit by combining **Splendor and Passion** with **Sorolla and the Sea** the marketing reach will be expanded,

3) Artists' Jewelry: From Picasso to Koons, on view from April 12 – October 26, 2025. Gathered from the collection of Diane Venet, Artists' Jewelry: From Picasso to Koons will feature more than 200 pieces of jewelry designed by some 70 of the most significant artists from the 20th and 21st centuries. Deepening our understanding of the creative process, these pieces will be showcased alongside paintings, sculptures, works on paper, and photographs from the Norton's Collection, offering intriguing parallels between the artists' signature mediums and their forays in jewelry. Emblematic charms by Pablo Picasso and Georges Braque, whimsical headpieces by Claude Lalanne and Man Ray, surreal brooches by Dorothea Tanning and Salvador Dali, and zoomorphic

**Category B - Cultural Tourism  
PROJECT BUDGET**

Grantee Name: Norton Museum of Art							
	Allocation of Category Grant Funds (Grant Request)	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	2,728,034	2,728,034	1,895,752	4,623,786	24.7%	
Personnel: Marketing (50% of allowable)	100,000	273,179	373,179	309,769	682,948	3.6%	
Outside Professional Services: Artistic		1,971,083	1,971,083		1,971,083	10.5%	
Outside Professional Services: Marketing/PR	60,000	54,162	114,162	6,198	120,360	0.6%	
Outside Professional Services: Other	-	240,461	240,461	213,239	453,700	2.4%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	215,086	140,408	255,494	71,036	326,530	1.7%	30,000
All Other Remaining Operating Expenses	N/A	2,752,144	2,752,144	7,786,977	10,539,121	56.3%	
<b>TOTAL EXPENSES*</b>	<b>\$ 375,086</b>	<b>\$ 8,159,471</b>	<b>\$ 8,434,557</b>	<b>\$ 10,282,971</b>	<b>\$ 18,717,528</b>	<b>100%</b>	<b>\$ 30,000</b>
N/A (not funded by Tourist Development Fund) (Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			597,042	588,958	1,186,000	6.3%	
Membership Revenue			999,350	817,650	1,817,000	9.7%	
Contracted Services Revenue			37,734	928,266	966,000	5.2%	
Other Revenue			1,886,906	2,991,536	4,878,442	26.1%	
Corporate Contributions			85,000	170,000	255,000	1.4%	30,000
Foundation Grants			749,700	321,300	1,071,000	5.7%	
Other Private Support			3,803,740	4,465,260	8,269,000	44.2%	
Government Grants (Federal)			-	-	-	-	
Government Grants (State)			-	-	-	-	
Government Grants (Local)			-	-	-	-	
TDC Grant Award Amount	(Matches total of column A above)		275,086		275,086	1.5%	
Grantee Cash-Budget (shortfall)/surplus***					-	-	
<b>TOTAL REVENUES*</b>			<b>\$ 8,434,557</b>	<b>\$ 10,282,971</b>	<b>\$ 18,717,528</b>	<b>100%</b>	<b>\$ 30,000</b>
(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ 0 \$ (0) \$ proof \$							
* Explain any "In-Kind" amounts listed in Column G on worksheet (tab 2) ** Explain sources/uses of Cash shortfall/surplus on worksheet (tab 3)							

**Exhibit B**

**In-Kind Explanation FY24-25**

**B-2**

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



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PALM BEACH COUNTY:

By: EP Emanuel Perry  
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Emanuel Perry, Executive Director  
Tourist Development Council

APPROVED AS TO TERMS AND  
CONDITIONS:

By: Joan Hutchinson  
802ABED0155E1401...  
Joan Hutchinson,  
Contracts and Grants Coordinator  
Tourist Development Council

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: ybh Yelizaveta B. Herman  
03FE141A931A455...  
Yelizaveta B. Herman  
Assistant County Attorney

GRANTEE:

By: Ghislain d'Humieres  
80AB1DE3C0BF40F...  
Ghislain d'Humieres President & CEO

GRANTEE FEDERAL TAX ID #

59-0624432

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

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

## PROJECT DESCRIPTION

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**Category B - Cultural Tourism  
PROJECT BUDGET**

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Government Grants (Federal)			-	-	-	-	
Government Grants (State)			-	-	-	-	
Government Grants (Local)			-	-	-	-	
TDC Grant Award Amount	(Matches total of column A above)		275,086		275,086	1.5%	
Grantee Cash-Budget (shortfall)/surplus***					-	-	
<b>TOTAL REVENUES*</b>			<b>\$ 8,434,557</b>	<b>\$ 10,282,971</b>	<b>\$ 18,717,528</b>	<b>100%</b>	<b>\$ 30,000</b>
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**Exhibit B**

**In-Kind Explanation FY24-25**

**B-2**

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

**PALM BEACH COUNTY**

**TOURIST DEVELOPMENT TAX CATEGORY B**

**FY2025 GRANT AGREEMENT**

**OCT 22 2024**

This is a Grant Agreement, herein referred to as "Agreement", entered into on <sup>R2024 1478</sup> 08/01/2024,  
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,  
hereinafter referred to as "COUNTY"; and Norton Museum of Art, 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: **Norton Museum of Art, Inc.**  
Address: 1450 S Dixie Highway  
West Palm Beach, FL 33401  
Attention: Ghislain d'Humières
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** **\$275,086**
- 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 **EXPENDITURE DEADLINE:** **Final Reimbursement Request due to COUNTY 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 PROJECT BUDGET:** All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as

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

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

1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

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

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

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



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

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

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

### **ARTICLE III**

#### **SPECIAL CONDITIONS**

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

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

#### **ARTICLE IV**

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

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

#### **ARTICLE V**

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

- 5.1 **PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).
- 5.2 **SEVERABILITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

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

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

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

- (A) Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- (B) Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The GRANTEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (C) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the



duration of the Agreement term and following completion of the Agreement, if the GRANTEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

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

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

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS**

**REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

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

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

**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:**

R2024 1478

**PALM BEACH COUNTY:**

By: DocuSigned by:  
Emanuel Perry Date: 08/01/2024  
187F96C7C13F47E...  
Emanuel Perry, Executive Director  
Tourist Development Council

OCT 22 2024

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: DocuSigned by:  
Joan Hutchinson Date: 7/11/24  
69245ED87591401...  
Joan Hutchinson  
Contracts & Grants Coordinator  
Tourist Development Council

**GRANTEE ORGANIZATION:**

**GRANTEE FEDERAL TAX ID #:** 59-0624432

**Norton Museum of Art Inc.**

By: DocuSigned by:  
Ghislain d'Humières  
60AB1DE5C0BF40F...

Ghislain d'Humières, Director & CEO

Legal Name/Title

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

By: DocuSigned by:  
Yelizaveta Herman  
63FF121A0314435...  
Yelizaveta B. Herman  
County Attorney

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

By: DocuSigned by:  
Dave Lawrence  
84D47AB4C942498...  
Dave Lawrence, President and CEO

## **Exhibit A**

### **Norton Museum of Art**

The Norton Museum of Art has been serving residents and visitors of Palm Beach County for more than 80 years. In 2024-2025, the Norton will continue this tradition of presenting diverse works of art and enriching programs designed to engage a growing and intergenerational audience. Special exhibitions will complement the Museum's world-class permanent collection of nearly 9,000 works of art. A wide array of educational and community engagement programming designed for art lovers of all ages and backgrounds will interpret the featured works.

Funding from this grant will be instrumental in marketing the Norton's season, which will feature two three headlining exhibitions, each unique in nature:

1) **Strike Fast, Dance Lightly: Artists on Boxing**, on view from October 26, 2024 – March 9, 2025. This exhibition encompasses more than 110 artworks from the 1870s through present day in a dynamic presentation that is the largest comprehensive survey of artwork depicting the global sport of boxing and its cultural impact in more than 20 years. The project is a three-part institutional collaboration with two NY-based organizations, The FLAG Art Foundation and The Church, Sag Harbor. The exhibition will draw connections between boxing and society and the history of the centuries-old sport and its participants. The boxer and the act of boxing serve as a metaphor for an array of socio-political issues. The Norton's presentation provides visitors with space to examine and acknowledge the nature of fighting in its many historic and present-day contexts while offering opportunities for healing and discussion. **Strike Fast, Dance Lightly** is particularly poignant for South Florida audiences considering the significant role our community played in training the great George Foreman and Sugar Ray Leonard-and the vibrant international boxing culture that continues to flourish in Miami Beach.

2) **Sorolla and the Sea**, on view from November 23, 2024 – March 16, 2025. This exhibition represents a comprehensive survey of the coastal landscape paintings of Joaquín Sorolla y Bastida, one of the most important Spanish artists of all time. Sorolla was revered as the Spanish painter of light and renowned for his beach scenes and seascapes inspired by the Valencian coast of his childhood. The exhibition is particularly poignant for our South Florida community, drawing connections between our own Atlantic coast and Sorolla's images of the Spanish seacoast over 100 years ago. His painterly vision of the seaside mimics our own modern-day reality; the seaboard is a place to both work and enjoy—images of fishermen, vacationers, and sunbathers intimately paralleling our current coastal reality, attracting visitors with familiar juxtapositions of golden sand against vibrant blue skies.

3) **Artists' Jewelry: From Picasso to Koons**, on view from April 12 – October 26, 2025. Gathered from the collection of Diane Venet, **Artists' Jewelry: From Picasso to Koons** will feature more than 200 pieces of jewelry designed by some 70 of the most significant artists from the 20th and 21st centuries. Deepening our understanding of the creative process, these pieces will be showcased alongside paintings, sculptures, works on paper, and photographs from the Norton's Collection, offering intriguing parallels between the artists' signature mediums and their forays in jewelry. Emblematic charms by Pablo Picasso and Georges Braque, whimsical headpieces by Claude Lalanne and Man Ray, surreal brooches by Dorothea Tanning and Salvador Dali, and zoomorphic

## **Exhibit A**

pieces by Louise Bourgeois and Jenny Holzer, all coalesce into a dazzling presentation of Diane Venet's decades-long pursuit of art in miniature.

The Norton's educational programming is designed to complement its special exhibitions and the permanent collection. The year-round schedule of programs includes family festivals; hands-on art activities; lectures with artists, curators, and authors; and dance/musical performances. The popular, weekly *Art After Dark* program brings a diverse audience together every Friday to enjoy hands-on art activities, music, tours, film, lectures, and more.

**TOURIST DEVELOPMENT FUND FY2023/2024**
**Budget FY24-25**
**Category B - Cultural Tourism  
INCOME/EXPENSE BUDGET**

<b>Grantee Name:</b> Norton Museum of Art							
<b>Program Budget Detail: October 1, 2023 to September 30, 2024 (Grant Fiscal Year)</b>	<b>Allocation of Category Grant Funds (Grant Request)</b>	<b>Other Program Funds (Include program matching funds)</b>	<b>Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]</b>	<b>All Other Organization Operating Income and Expenses</b>	<b>Total Organization Operating Budget [E=C+D]</b>	<b>% of Total</b>	<b>In-Kind Support** (Amount Included in "E" total)</b>
<b>Expenses</b>	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	2,728,034	2,728,034	1,895,752	4,623,786	24.7%	
Personnel: Marketing (50% of allowable)	100,000	273,179	373,179	309,769	682,948	3.6%	
Outside Professional Services: Artistic		1,971,083	1,971,083		1,971,083	10.5%	
Outside Professional Services: Marketing/PR	60,000	54,162	114,162	6,198	120,360	0.6%	
Outside Professional Services: Other	-	240,461	240,461	213,239	453,700	2.4%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	115,086	140,408	255,494	71,036	326,530	1.7%	30,000
All Other Remaining Operating Expenses	N/A	2,752,144	2,752,144	7,786,977	10,539,121	56.3%	
<b>TOTAL EXPENSES*</b>	<b>\$ 275,086</b>	<b>\$ 8,159,471</b>	<b>\$ 8,434,557</b>	<b>\$ 10,282,971</b>	<b>\$ 18,717,528</b>	<b>100%</b>	<b>\$ 30,000</b>
N/A (not funded by Tourist Development Fund) *(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
<b>Revenue</b>							
Admissions (Tickets/Subscriptions) Revenue			597,042	588,958	1,186,000	6.3%	
Membership Revenue			999,350	817,650	1,817,000	9.7%	
Contracted Services Revenue			37,734	928,266	966,000	5.2%	
Other Revenue			1,886,906	2,991,536	4,878,442	26.1%	
Corporate Contributions		-	85,000	170,000	255,000	1.4%	30,000
Foundation Grants			749,700	321,300	1,071,000	5.7%	
Other Private Support			3,803,740	4,465,260	8,269,000	44.2%	
Government Grants (Federal)			-	-	-	-	
Government Grants (State)			-	-	-	-	
Government Grants (Local)			-	-	-	-	
<b>TDC Grant Award Amount</b>	(Matches total of column A above)		275,086		275,086	1.5%	
Grantee Cash-Budget (shortfall)/surplus***					-	-	
<b>TOTAL REVENUES*</b>			<b>\$ 8,434,557</b>	<b>\$ 10,282,971</b>	<b>\$ 18,717,528</b>	<b>100%</b>	<b>\$ 30,000</b>
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ 0 \$ (0) \$ - proof \$ -							
**Explain any "In-Kind" amounts listed in Column G on worksheet (tab 2) ***Explain sources/uses of Cash shortfall/surplus on worksheet (tab 3)							

**Exhibit B**

In-Kind Explanation FY24-25

**B-2**

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

Exhibit B

FY24-25 Shortfall/Surplus Explanation

<b>Grantee Name:</b>	
<b>Shortfall Explanation:</b>	
If Income/Expense creates a net <b>shortfall (loss)</b> , please provide a short explanation of the source of funds (listed under "A" cover that planned shortfall.	
<b>Shortfall:</b>	
<b>Surplus Explanation:</b>	
If Income/Expense creates a net <b>surplus</b> , please provide a short explanation of the planned use of those surplus funds (lis	
<b>Surplus:</b>	



## Exhibit C

### Cultural Tourism, Category B Grant

#### 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, including travel
- 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 funded program(s)
- Marketing and advertising costs directly used on out-of-county marketing related to the funded program
- 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)

6/2/2023

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 321-214-4888      FAX (A/C, No.): E-MAIL ADDRESS: FLCertificates@MarshMMA.com														
<b>INSURED</b> Norton Museum of Art, Inc. 1450 S. Dixie Highway West Palm Beach FL 33401	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Insurance Co</td> <td>18058</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zenith Insurance Company	13269	INSURER B: Philadelphia Indemnity Insurance Co	18058	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1828652562**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		16478067	5/31/2023	11/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			16478067	5/31/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000			16478068	5/31/2023	11/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z137582003	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			16478067	5/31/2023	11/15/2024	Aggregate Each Incident 3,000,000 1,000,000

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 Organizations, are Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County Board of County Commissioners  
 c/o Cultural Council of Palm Beach County  
 601 Lake Avenue  
 West Palm Beach, 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

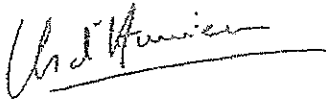
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**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**  
**Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Norton Museum of Art 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.**



Ghislain d'Humières, Director & CEO

(signature of officer or representative)

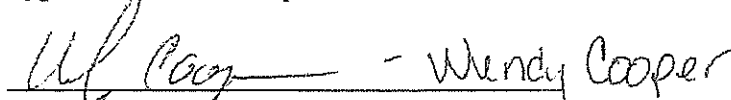
(printed name and title of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization this, 31 day of July, 2024, by Ghislain d'Humières

Personally known ☒ OR produced identification ☐.

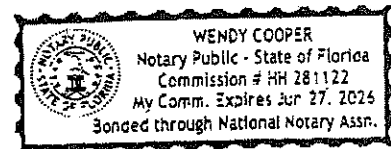
Type of identification produced \_\_\_\_\_



NOTARY PUBLIC

My Commission Expires:

State of Florida at large



(Notary Seal)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
NORTON MUSEUM OF ART, INC.

### Filing Information

<b>Document Number</b>	702292
<b>FEI/EIN Number</b>	59-0624432
<b>Date Filed</b>	04/17/1961
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDED AND RESTATEDARTICLES/NAME CHANGE
<b>Event Date Filed</b>	12/11/2012
<b>Event Effective Date</b>	NONE

### Principal Address

1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Changed: 01/30/2019

### Mailing Address

1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Changed: 01/30/2019

### Registered Agent Name & Address

Francis, Allison  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Name Changed: 06/07/2023

Address Changed: 01/30/2019

### Officer/Director Detail

#### **Name & Address**

Title Chairman, Trustee

GENDELMAN, BRUCE  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Title Director & CEO

D'HUMIERES, GHISLAIN  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Title Vice Chair, Trustee

JOHNSON, THOMAS  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Title Secretary, Trustee

Reyes, Pam  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Title CFO

Francis, Allison  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Title Treasurer, Trustee

MARTINEZ, ARTHUR  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

Title Vice Chair, Trustee

Williams , Kelly  
1450 S DIXIE HIGHWAY  
WEST PALM BEACH, FL 33401

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	01/25/2023
2023	06/07/2023
2024	02/02/2024

#### **Document Images**

<a href="#"><u>02/02/2024 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>06/07/2023 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/25/2023 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>