

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2025	☒ [X]	Consent	☐ []	Regular
	☐ []	Ordinance	☐ []	Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Retroactive Third Amendment (Amendment) to the Agreement (R2022-1017) with the Cultural Council of Palm Beach County, Inc. (Cultural Council), for the provision of services under the County's Tourist Development Plan for a total amount of \$19,937,557 during the period of October 1, 2025 through September 30, 2026.

Summary: The Amendment adds new Section 58 – Disclosure of Foreign Gifts and Contracts with Countries of Foreign Concern, and Section 59 – Human Trafficking Affidavit, which includes the Affidavit as Exhibit D. The Amendment also updates Section 19, Other Policies, deleting Exhibit N and adding to the list of required policies, Exhibit D Human Trafficking Affidavit, and replaces Section 32, updating the Nondiscrimination provision. The Amendment also updates Fiscal Year 2026: 1) Exhibit A – Annual Budget for an amount not to exceed \$5,144,805 in contractual services, \$5,544,108 in CAT B Grants, \$1,606,649 in CII Grants, \$712,732 in County Direct, \$500,000 in Special Projects, and \$6,429,263 in reserves, for a total of \$19,937,557; 2) Exhibit E - Performance Measures; 3) Exhibit F – Travel and Entertainment Policy; 4) Exhibit G – Annual Salary Ranges; 5) Exhibit H – Organization Chart; 6) Exhibit J – Insurance; and 7) Exhibit M – Overhead. The Tourist Development Council recommends approval of the Third Amendment. **Countywide (YBH)**

Background and Justification: Under the current Agreement, as amended, Cultural Council develops and implements an Annual Marketing Plan to promote tourism, for which the County provides funding through bed tax dollars. All expenditures by Cultural Council under the Agreement must be made in accordance with the Annual Budget, which is attached as Exhibit A to the Agreement, from funds appropriated annually by the County. The Agreement is for five (5) years, through September 30, 2027, and the Amendment updates the Agreement's Annual Budget for Fiscal Year 2026. The Amendment adopts new Exhibits A (Annual Budget), Exhibit D (Florida Statutes 787.06 Affidavit), Exhibit E (Performance Measures), Exhibit F (Travel and Entertainment Policy), Exhibit G (Annual Salary Ranges), Exhibit H (Organizational Chart), Exhibit J (Insurance), and Exhibit M (Overhead).

Attachment:

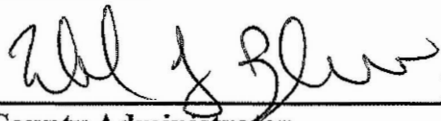
1. Third Amendment with Exhibits A, D, E, F, G, H, J, and M (2)

Recommended by: _____

Department Director  

Date: 9/10/25

Approved By: _____

Chief Deputy County Administrator 

Date: 10/1/25

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$19,937,557	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$19,937,557	TBD	TBD	TBD	TBD
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____
Is this Item using State funds? Yes _____ No X _____
Does this item include the use of Federal funds? Yes _____ No X _____

Budget Account No.: Fund 1455 Dept _____ Unit _____ Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Local Option Bed Tax.

C. Department Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 9/11/25 [Signature] 9/22/25
OFMB Contract Dev. and Control
26 9/17/25

B. Approved as to form and Legal Sufficiency:

[Signature] [Signature]
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

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

THIS THIRD AMENDMENT (Amendment) is made and entered into this day of _____, 2025, to the Agreement dated September 13, 2022 (Agreement) (R2022-1017), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Cultural Council of Palm Beach County, Inc. (CULTURAL COUNCIL) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and the CULTURAL COUNCIL entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1354) and August 20, 2024 (R2024-0993), whereby CULTURAL COUNCIL develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

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

WHEREAS, the Parties agree to further amend the Agreement, as provided herein.

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

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

- 1. The above recitations are true and correct and incorporated herein.
- 2. Section 19 is deleted in its entirety and replaced as follows:

19. Other Policies. The CULTURAL COUNCIL shall, in performance of its duties, adhere to and act in conformity with the policies set forth in the following attachments:

- Exhibit “A” Annual Budget
- Exhibit “B” Moving Expense Reimbursement for Employees Hired in Selected Positions
- Exhibit “C” Sponsorship Benefit Package
- Exhibit “D” Human Trafficking Affidavit
- Exhibit “E” Performance Measures
- Exhibit “F” Travel and Entertainment Policy
- Exhibit “G” Salary Ranges
- Exhibit “H” Organizational Chart
- Exhibit “I” Conflict of Interest Policy

- Exhibit “L” Procurement Policy
- Exhibit “M” Overhead Allocation

The provision of this Agreement, including the policies set forth in Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “L”, and “M” shall control over any other guideline, policy or procedure which may conflict with the provisions contained herein; provided, however, that the provisions of Section 16 herein shall govern with respect to Exhibits “G” and “H”.

3. Section 32 is deleted in its entirety and replaced as follows:

32. Nondiscrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CULTURAL COUNCIL warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the CULTURAL COUNCIL represents and warrants that it will comply with the COUNTY’s Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the CULTURAL COUNCIL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CULTURAL COUNCIL retaliate against any person for reporting instances of such discrimination. The CULTURAL COUNCIL 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 CULTURAL COUNCIL understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company 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. CULTURAL COUNCIL shall include this language in its subcontracts.

4. Section 58 is added to the Agreement as follows:

58. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the CULTURAL COUNCIL certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous

five (5) years.

5. Section 59 is added to the Agreement as follows:

59. Human Trafficking Affidavit. CULTURAL COUNCIL warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. The CULTURAL COUNCIL has executed Exhibit “D”, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Exhibits “A”, “E”, “G”, “F”, “H”, “J” and “M” of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit “A” (Annual Budget), Exhibit “E” (Performance Measures), Exhibit “F” (Travel & Entertainment) Exhibit “G” (Annual Salary Ranges), Exhibit “H” (Organizational Chart), Exhibit “J” (Certificate of Insurance), and Exhibit “M” (Overhead Allocation) all attached hereto and made a part hereof.

7. This Amendment shall become effective when executed by the Parties hereto.

8. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

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

ATTEST:

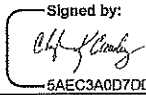
PALM BEACH COUNTY, a political subdivision of the CLERK & COMPTROLLER of Florida, by and through its Board of County Commissioners

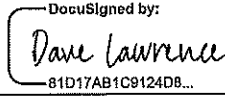
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

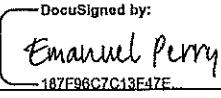
ATTEST:

CULTURAL COUNCIL OF PALM BEACH COUNTY, INC

By:  _____
Cheryl K. Crowley, Chair

By:  _____
David B. Lawrence, President and CEO

Approved as to Terms
and Conditions

By:  _____
Emanuel Perry
TDC Executive Director

Approved as to Form and
Legal Sufficiency

By:  _____
Yelizaveta B. Herman,
Assistant County Attorney

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

Cultural Council FY26 Contract	Actual FY 2023	Actual FY 2024	Adopted Budget FY 2025	Modified Budget FY 2025	Forecast FY 2025	Budget FY 2026
Total Cultural Council Contract Expenses	\$ 2,469,614	\$ 2,622,144	\$ 4,853,590	\$ 4,853,590	\$ 4,853,590	\$ 5,144,805
Marketing Stimulus	\$ 1,957,673	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 289,232	\$ 317,390	\$ 442,106	\$ 442,106	\$ 442,106	\$ 712,732
CATB Grants	\$ 4,046,224	\$ 5,442,380	\$ 5,544,108	\$ 5,544,108	\$ 5,544,108	\$ 5,544,108
Cil Grants	\$ 1,008,504	\$ 1,585,397	\$ 1,606,649	\$ 1,606,649	\$ 1,606,649	\$ 1,606,649
Beach Payback	\$ 414,400	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects	\$ 414,400	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Total Cultural Council Expenses	\$ 10,600,047	\$ 9,967,311	\$ 12,446,453	\$ 12,446,453	\$ 12,446,453	\$ 13,508,294
Reserves	\$ 7,789,972	\$ 7,789,972	\$ 6,070,919	\$ 6,897,033	\$ 8,052,081	\$ 6,429,263
Total Cultural Council Expense Budget	\$ 18,390,019	\$ 17,757,283	\$ 18,517,372	\$ 19,343,486	\$ 20,498,534	\$ 19,937,557

EXHIBIT "A"

Palm Beach County Cultural County of Palm Beach County

Department	Actual FY 2024	Adopted Budget 2025	Modified Budget 2025	Forecast FY 2025	Proposed Budget FY 2026
<u>Salaries & Related</u>					
Salary and Wages	1,054,673	1,164,633	1,164,633	1,250,736	1,705,661
PR Taxes	80,341	92,845	92,845	99,180	133,778
Benefits	155,919	273,305	273,305	201,219	397,326
Total Staffing*	1,290,933	1,530,783	1,530,783	1,551,134	2,236,766
<u>Marketing and Related</u>					
Advertising	2,586,920	2,419,811	2,419,811	2,319,419	1,180,000
Agency Services/Web Design	38,156	65,509	65,509	65,509	80,000
Advocacy					45,000
Professional Development					140,000
Sponsorships/Out of Mkt Activations					445,000
Artist services				34,491	78,000
Events/Activations	148,788	166,500	166,500	166,500	265,000
Freight & Delivery		27,300	27,300	27,300	
Postage	2,835	5,000	5,000	5,000	3,620
Printing & Publications	79,746	33,000	33,000	33,000	95,500
Surveys & Studies	28,882	30,000	30,000	30,000	
Travel	19,075	21,715	21,715	21,715	34,000
Public Relations	215,846	210,000	210,000	210,000	70,000
Community Engagement	13,041	99,000	99,000	99,000	150,000
Total Marketing & Related*	3,133,289	3,077,835	3,077,835	3,011,934	2,586,120
<u>General & Administrative</u>					
Equipment Rental	4,279	5,000	5,000	5,000	6,500
Membership & Subscriptions	41,349	37,080	37,080	37,080	41,000
Outside Professional Services	44,548	38,000	38,000	44,000	60,000
Software subscriptions/updates	6,003	9,167	9,167	9,167	30,619
Supplies	6,210	10,000	10,000	10,000	13,000
Equipment	7,474	10,000	10,000	50,000	10,000
IT Service	10,154	16,000	16,000	16,000	16,800
Telephone/Internet	7,602	7,725	7,725	7,725	11,000
Insurance	26,811	30,000	30,000	29,550	48,000
Other Office Expense	5,353	7,000	7,000	7,000	10,000
Building Overhead	75,000	75,000	75,000	75,000	75,000
Total General & Administrative*	234,783	244,972	244,972	290,522	321,919
Total TDC Contract Expense	4,659,005	4,853,590	4,853,590	4,853,590	5,144,805
<u>County Direct</u>					
Category B Grants	5,442,380	5,544,108	5,544,108	5,465,238	5,544,108
Category C II Grants	1,585,397	1,606,649	1,606,649	1,606,649	1,606,649
TDC Chargeoff	124,598	248,585	248,585	234,343	507,490
Tourism Master Plan Initiative (Special Projects)					500,000
Inspector General Fee	14,768	20,754	20,754	20,754	21,792
Tax Collector Fees	178,024	172,767	172,767	179,821	183,450
Total County Direct	7,345,167	7,592,863	7,592,863	7,506,805	8,363,489
Total Expense	12,004,172	12,446,453	12,446,453	12,360,395	13,508,294
<u>Reserves</u>	8,141,289	6,070,919	6,897,033	8,261,471	6,429,263
Total Cultural Council	20,145,461	18,517,372	19,343,486	20,621,866	19,937,557

EXHIBIT D

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 CIVILIAN COUNCIL 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. *Wc*

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

[Signature] DAVID B. LAWRENCE PRES. & CEO
(signature of officer or representative) (printed name and title of officer or representative)

☒ State of Florida, County of Palm Beach

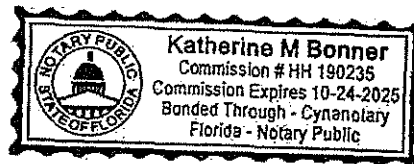
 State of , County of

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 7th day of MAY, by DAVID B. LAWRENCE.

Personally known ☒ OR produced identification ☐.

Type of identification produced .

Katherine M Bonner
NOTARY PUBLIC
My Commission Expires:
State of at large



(Notary Seal)

Palm Beach County
Cultural Council of Palm Beach County
Exhibit "E" Performance Measures

OBJECTIVES & PERFORMANCE MEASURES	Actual FY24	Goal FY25	Goal FY26
Support Palm Beach County's tourism marketing program by serving as expert and advocate to the arts and cultural sector, and stewarding funds and strategies that attract key audiences.			
<i>Number of non-resident audiences (out-of-county)</i>	1,014,3	1,034,60	1,034,60
<i>Number of resident audiences (in-county)</i>	2,324,7	2,610,08	2,610,08
<i>Total number of cultural audiences</i>	3,339,1	3,644,6	3,644,6
<i>Room nights for creative professionals employed by cultural organizations</i>	14,0	19,33	19,33
<i>Number of cultural events promoted on online Events Calendar</i>	N	N	2,50
<i>Website sessions/visits by cultural audiences (paid and organic)</i>	1,123,0	1,045,00	540,0
<i>Partner referrals (clicks to organizations, artists, or tourism agencies)</i>	101,9	88,00	50,00
<i>Advertising impressions</i>	N	N	25,000,0
<i>Number of email subscribers</i>	69,5	67,50	74,0
<i>Co-op program packages sold</i>		7	1
<i>Distribution of cultural tourism collateral materials (in-market/out-of-market)</i>	N	N	150,00
Create unique cultural tourism opportunities to help brand the destination and drive visitation.			
<i>Number of audiences at cultural organizations participating in MOSAIC (Month of Shows, Art, Ideas, & Culture)</i>	N	N	250,00
<i>Number of attendees at Palm Beach County Open Studios</i>	N	N	5,00
<i>Number of Palm Beach County artists or organizations that participated in in-market/out-of-market activations</i>	N	N	1
<i>Number of sponsorship/partnerships with events that support artists or diverse communities</i>	N	N	
Build programs that support the health and growth of the sector so that the arts continue to shine and demonstrate Palm Beach County is Florida's Cultural Capital.			
<i>Number of participants in professional development/training programs (grant training, Institute for Cultural Advancement, Arts Administrators of Color Fellowship, Emerging Artists, Thoughtful Review, Arts & Tourism Summit)</i>			9
<i>Number of artists in the online Artist Directory</i>			7
<i>Total number of audiences for Arts in My Backyard program connecting artists and cultural organizations to underrepresented communities</i>			3
<i>Number of sessions to online Job Bank</i>			4,00
<i>Number of staff site visits, studio visits, and attendance at cultural events</i>			5
Promote the Robert M. Montgomery, Jr. building as a cultural destination and informational hub for the county.			
<i>Visitors to the Cultural Council</i>	6,7	6,50	7,0
<i>Percentage of out-of-county visitors annually</i>	N	N/	2
<i>Number of artists represented in the building (exhibitions, store, musical performances)</i>	N	N	2

EXHIBIT "F"

TRAVEL & ENTERTAINMENT POLICY

Pursuant to Section 125.0104, Florida Statutes, the following policy shall govern the reimbursement of travel and entertainment expenses incurred by employees of the Cultural Council of Palm Beach County, Inc. ("AGENCY") in connection with the performance of the promotional services under this Agreement.

As set forth below, expenditures for transportation, lodging, meals, and other reasonable and necessary items and services in connection with AGENCY's performance of the promotional services under this Agreement are authorized. AGENCY shall be reimbursed for the actual, reasonable, and necessary costs-as ultimately determined by the Executive Director of the Tourist Development Council (TDC)-for travel, meals, lodging, and incidental expenses of AGENCY's employees when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, such as tourism meeting planners and tourism influencers, and while attending or traveling in connection with travel or trade shows, conventions, and professional education events related to AGENCY's performance under this Agreement.

I. APPROVAL OF EXPENDITURES

A. Receipts. All travel and entertainment-related expenditures in excess of \$10 shall be substantiated by receipts ("Receipts").

B. Justification. A complete and detailed justification for all travel and entertainment-related expenditures shall be shown on the travel expense voucher or attached thereto ("Justification"). The Justification shall provide sufficient information to establish that the expenditures were reasonable and necessary in connection with the performance of promotional and other duties of the AGENCY pursuant to this Agreement.

C. Agency Approval. All travel, including review of Receipts and Justification shall, in the first instance, be approved by the traveler's supervisor at AGENCY, or his/her designee ("Agency Approval"). For reimbursements for expenses incurred by AGENCY's President/CEO, Agency Approval shall be obtained from the chair of AGENCY's board or the chair of AGENCY's executive committee, as applicable.

D. TDC Approval. After obtaining Agency Approval, the AGENCY shall submit the reimbursement packet, including the Receipts, Justification, and documentation reflecting Agency Approval, to the Executive Director of the TDC for a final determination of whether the expenses are reimbursable ("TDC Approval"). This determination by the Executive Director of TDC as to the reasonable and necessary costs of expenditures shall be final.

E. Reimbursement. The packet containing the Receipts, Justification, Agency Approval, and TDC Approval (collectively, the "Reimbursement Package") shall be submitted to the Clerk

& Comptroller ("Clerk") for reimbursement payment. The fact that the Reimbursement Packet contains TDC Approval indicates that all Receipts and the Justification provided are sufficient to establish that the expenditures are reimbursable, reasonable, and necessary, as determined by the Executive Director of TDC. Only upon confirmation that the Reimbursement Package is complete, i.e., that it contains the required Receipts, Justification, Agency Approval, and TDC Approval, payment shall be remitted by the Clerk for reimbursement. Nothing in this Agreement shall in any way limit the Clerk's legal authority to perform any pre-disbursement audits in connection with remitting any payments under this Agreement.

With the exception to the per diem limit for foreign travel under Section III(A) herein, the below information is for guidance only. The Executive Director of the TDC retains the right to determine whether any and all expenses are reasonable, necessary, and reimbursable based on his/her review of the relevant information, including the Receipts, Justification, and Agency Approval.

II. DOMESTIC TRAVEL

A. Per Diem Limit for Domestic Travel. Expenses related to domestic travel are presumed to be reasonable if they comply with the per diem limit by city as shown in the most recently published Business Travel News Per Diem ("Per Diem Limit") schedule. If a city is not listed in the per diem schedule, the Per Diem Limit of the closest city in the same state, by proximity, shall apply. Any departure from the Per Diem Limits shall be presumed to be excessive unless the reasonableness of the expenditure is satisfactorily proven to the Executive Director of the TDC in the Justification.

Meal expenditures may be combined such that the daily total does not exceed the Per Diem Limit. However, entertainment expenses that include a meal during the same day, or during a day when the traveler arrives or departs from a city, shall not be duplicative of meal expenditures. The maximum gratuity on any meal is twenty percent (20%); provided, however, that in any case where the gratuity is included in the bill presented for the meal, then the gratuity will be reimbursed in the full amount assessed by the serving establishment. Snacks/beverages between meals are allowed as long as the overall per diem limit is not exceeded. Miscellaneous incidental expenses may be reimbursed upon review of the reimbursement package. Any meal included in the registration fee of any convention, trade show or conference, will be deducted from the Per Diem Limit and the Entertainment limits provided in Section IV.

B. Domestic Air Travel. The most economical class that is reasonable under the circumstances shall be utilized, In addition, following provisions will be presumed reasonable and necessary: 1) luggage fees; 2) flight change fees; 3) cancellation insurance; ; 4) seat reservation; 5) Wi-Fi charges.

C. Lodging. Room rates, taxes, fees, parking, and internet are the only allowable room charges. Room folios must be provided as back up for reimbursement. No other expenses should be charged to the room folio including room service, absent an acceptable justification. A late arrival to a city after a lengthy trip may qualify for reasonable room service expenses, subject to the Per Diem Limit.

D. Mileage, Parking, Taxi and Tolls. The allowable mileage reimbursement will be

computed on the basis of either the shorter distance from the point of origin to the point of destination or the traveler's official headquarters to the point of destination. Printouts from a web-mapping server (such as MapQuest or Google Maps) are required to substantiate mileage requested for reimbursement. Actual costs of parking and tolls shall be reimbursed if substantiated by the Receipt provided in accordance with Section I above. Transportation Receipts, regardless of form, shall be accepted, including, but not limited to, Receipts relating to transportation provided by taxi, Uber, Lyft and/or any other shared economy transportation company. Transponder toll rental fees in rental cars shall be accepted for reimbursement as shown on applicable Receipts, which may include charges evidenced on car rental agreements. For parking expenses while staying at hotel, the Hotel Folio is sufficient support as long as the parking charge is clearly marked for each day of parking incurred. Electronic parking meter receipts via text, email, SunPass printout, or any other similar Receipts shall be acceptable. Normal commute mileage ("Normal Commute Mileage") for the Normal Workday is not reimbursable when departing from home to an event or meeting, or from an event or meeting returning home. The Normal Commute Mileage shall be deducted from the overall mileage reimbursement request. Mileage incurred on weekends or United States holidays shall not constitute Normal Commute Mileage and shall be reimbursable. Mileage shall be reimbursed at IRS published rates multiplied by the mileage incurred, as evidenced from Google Maps, MapQuest, or a similar platform, rounded to the nearest cent. This paragraph shall apply for domestic and foreign travel alike.

III. FOREIGN TRAVEL

The below information shall govern all foreign travel (outside the United States).

A. Per Diem Limit For Foreign Travel. The cost of per diem and incidental expenses of AGENCY's employees for foreign travel shall be reimbursed at the rates specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)." In that publication, lodging is reported separately from meals and incidental expenses, followed by a combined daily rate. The breakdown of rates by meals and incidentals is found in Appendix B to the publication. Any meal included at any convention, trade show or conference, will be deducted from the Per Diem Limit, and the Entertainment limits, provided in Section IV.

B. Foreign Air Travel. The most economical class that is reasonable under the circumstances shall be utilized. For flights longer than five (5) hours (excluding layovers) business class will be presumed reasonable. In addition, the following shall be presumed reasonable and necessary: 1) luggage fees; 2) flight change fees; 3) cancellation insurance; 4) seat reservation; 5) Wi-Fi charges.

C. Lodging. Room rates, taxes, fees, parking, and internet are the only allowable room charges. No other expenses should be charged to the room folio including room service, absent an acceptable justification. A late arrival to a city after a lengthy trip may qualify for reasonable room service expenses, subject to the Per Diem Limit.

D. Exchange Rate. Reimbursement Packages containing a mix of cash and credit card expenses shall be reimbursed using (a) for credit card charges, the actual rate of exchange shown on the credit card statement for each charge and (b) for cash expenses, the average of the Interbank Rate for eligible cash expenditures incurred during the time the traveler was in the country, as published by OANDA.com. As applicable, evidence of the average rate as published by OANDA.com shall be attached to each Reimbursement Package. Reimbursement Packages that have only credit card charges shall be

reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the Reimbursement Package.

E. Multiple Countries. When traveling in multiple countries on the same trip, a separate Reimbursement Package for each country shall be provided.

IV. ENTERTAINMENT

Entertainment expenses are those incurred while meeting with travel writers, tour brokers, or other persons connected with the tourist industry, such as tourism meeting planners and tourism influencers. The Justification shall provide sufficient detail to substantiate all entertainment costs, including names and affiliations of those entertained, and AGENCY employees in attendance. Entertainment expenses shall be limited to the following maximum amounts per person per day, as approved in advance by the traveler’s supervisor at AGENCY or his/her designated senior level management employee as set forth in Section I(c).

Breakfast	\$40.00	A maximum Twenty Percent (20%) gratuity may be added to these limits.
Lunch:	\$80.00	
Dinner:	\$120.00	

The above limits are before taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, and beverages served at a reception, photography and special decorations are not included in the aforementioned limitations.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance.

This entertainment policy shall apply to domestic and foreign travel alike.

V. EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard Agency expense report form or the electronic expense system, as updated from time to time. (“Expense Report”). These Expense Reports may be generated by AGENCY electronic travel expense recording systems. The TDC retains the right to reject any Expense Report for failure to sufficiently identify and document expenses or otherwise meet documentation requirements as determined by the Executive Director for the TDC. Each Expense Report shall receive the required Agency Approval as defined herein.

Where Exceptions/Interpretations to this Travel and Entertainment policy are identified, the Agency will provide justification for the use of public dollars to fund these expenses and the TDC executive director or his/her designee will have the authority to review and approve or reject these exceptions.

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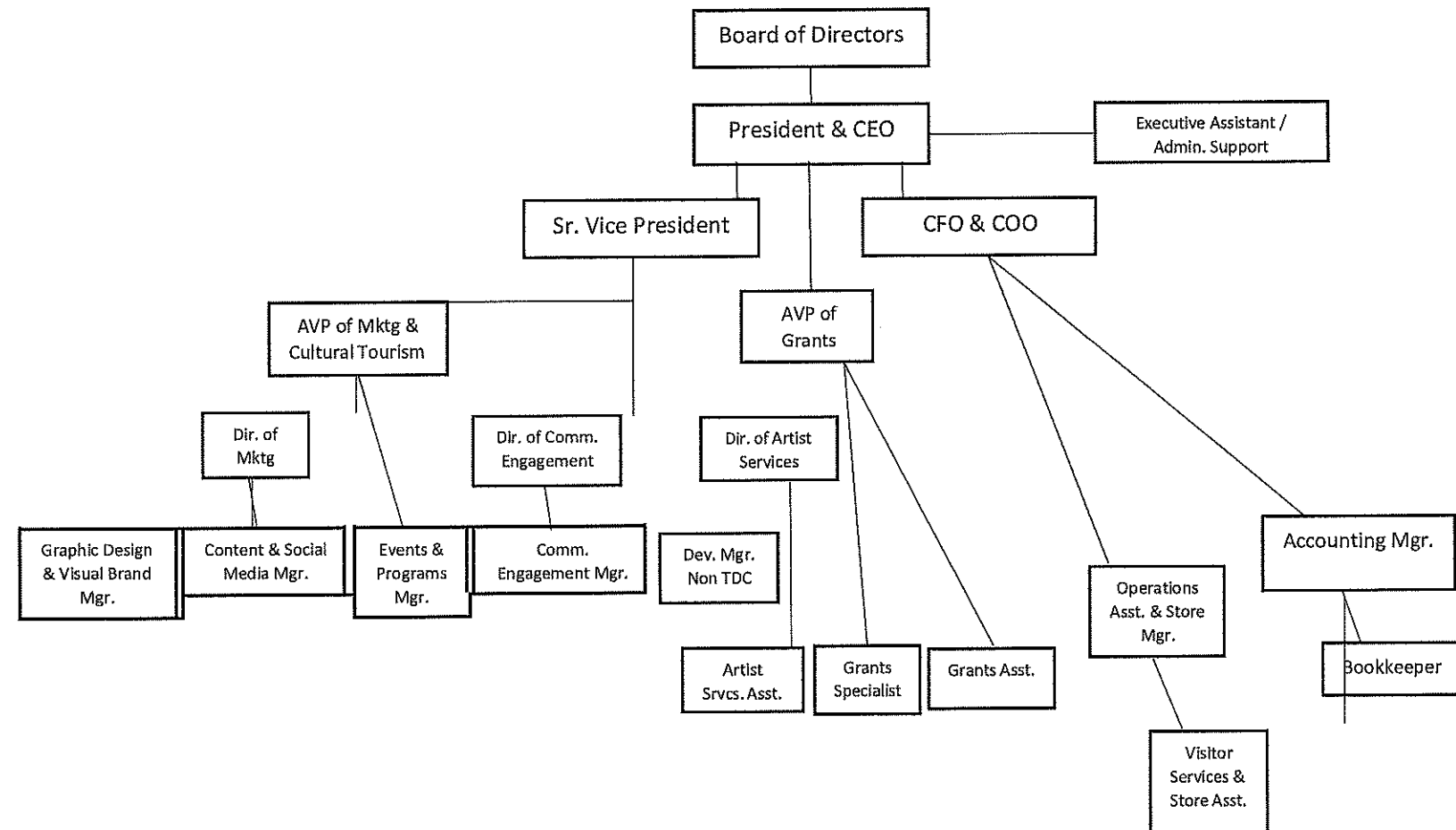
**EXHIBIT “G”
ANNUAL SALARY RANGES**

	<u>Low</u>	<u>High</u>
Chief Executive Officer	\$150,000	\$250,000
Senior Vice President/CFO/COO	\$125,000	\$200,000
Associate Vice President	\$ 85,000	\$140,000
Director	\$ 70,000	\$100,000
Manager	\$ 55,000	\$80,000
Coordinator/Specialist	\$ 45,000	\$65,000
Accountant/Full charge BK	\$ 45,000	\$65,000
Assistant	\$ 35,000	\$55,000



Arts. Sciences. History. Community.

EXHIBIT H



March 4, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bruce Gendelman Co., Inc. 2404 Florida Avenue West Palm Beach FL 33401-7866		CONTACT NAME: Carolyn Haggerty-Taylor PHONE (A/C No, Ext): 262-478-1000 FAX (A/C, No): 262-478-1001 E-MAIL: chtaylor@gendelman.com ADDRESS: chtaylor@gendelman.com	
License#: L003035 CULTCOU-01		INSURER(S) AFFORDING COVERAGE	
INSURED Cultural Council of Palm Beach & County Inc. 601 Lake Ave Lake Worth FL 33460		INSURER A: Philadelphia Indemnity Ins Co INSURER B: Transportation Ins. Co. INSURER C: Travelers Casualty & Surety INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 20494	

COVERAGES CERTIFICATE NUMBER: 2058707282 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2606424	10/1/2024	10/1/2025	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 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2606424	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$ 10,000			PHUB882896	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC434648557	10/1/2024	10/1/2025	☒ PER STATUTE ☐ 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
C	D&O / Crime			105680141	10/1/2022	10/1/2025	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Directors & Officers Liability Limit - \$1,000,000 / \$2,500 Retention
Fidelity (Crime) Limit - \$1,000,000 / \$10,000 Retention (except Theft of Client property - \$25,000 retention)
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents are included as Additional Insured on Commercial General Liability when required by written contract.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners FDO, 2633 Vista Parkway West Palm Beach FL 33411	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 <i>Bruce Gendelman</i>
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EXHIBIT "M" Overhead Allocation

			FTE	total	County Square
			%	sq footage	footage
<u>Staff space</u>					
DL	1	CEO	80%	180	144.0
JS	2	SVP	100%	150	150.0
VJ	4	Associate Vice President of Grants	75%	115	86.3
JC	5	Grants Assistant	100%	46	46.0
DC	6	Grants Compliance Specialist	100%	46	46.0
LP	7	AVP Marketing & Cultural Tourism	100%	115	115.0
NM	8	Director of Marketing	100%	46	46.0
TBH	3	PR Manager	100%	46	46.0
JM	9	Content and Social Media Manager	100%	46	46.0
DC	10	Special Events and Programs Manager	100%	115	115.0
KB	11	Graphic Design and Visual Brand Manager	100%	46	46.0
AA	12	AVP of Community Engagement and Advancement	100%	46	46.0
MO	13	Community Engagement Manager	100%	46	46.0
JR	14	Director of Artist Services	100%	115	115.0
TBH	15	Artist services assistant	100%	46	46.0
RR/TBH	16	Community Advancement assistant	0%	46	0.0
KA	17	CFO	100%	128	128.0
PT	18	Accounting Manager	100%	70	70.0
GR	19	Bookkeeper	100%	70	70.0
HH	20	Ops Coordinator	100%	59	59.0
PN	21	Visitor Services Asst.	*	100%	0.0
KB	22	Executive Assistant	100%	46	46.0
mezz	23	IT room	100%	48	48.0
KB area	24	Office supply storage	100%	30	30.0
NM area	25	Intern/marketing supply storage	100%	46	46.0

Designated square footage	1,747	1,636.25	93.66%	
Common areas	3,084	2,888.49	93.66%	
Total square footage 2nd floor & mezzanine	4,831	4,524.74	93.66%	
Storage 3rd floor	842	788.62	93.66%	allocated %
First floor space	* 6,848	5,820.80	85.00%	apply %
Total square footage	12,521	11,134.16	88.92%	estimate-archived grants, marketing and contract reimb files, finance files
Estimated CAM		\$ 115,000.00		
County %		X 88.92%		estimate-Lobby, info center, training room for grantees
Budget Potential		\$ 102,263		and other agency/county related functions
Monthly Invoice to County Potential		\$ 8,522		
Overhead Allocation Allowed per Contract		\$ 102,263		
Budget as per Exhibit A line item		\$ 75,000		