

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 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 receive and file: 11 fully executed Palm Beach County FY 2026 Category CII Grant Agreements with various grantees totaling \$1,606,649 and managed by the Cultural Council of Palm Beach County, Inc. (Cultural Council) for the promotion/marketing of cultural events. These grants were approved by the Tourist Development Council (TDC) on June 12, 2025, for the term October 1, 2025 – September 30, 2026.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. On June 7, 1994, the Board of County Commissioners (BCC) adopted Resolution R94-702, as amended, authorizing the County Administrator and/or the Executive Director of the TDC to enter into grant agreements with Category CII Culture grantees after they have been approved by the TDC. Cultural organizations with operating budgets under \$1.175 million are eligible for Category CII funding. After completing an application for funding, the organizations and their programs are reviewed by a grant panel which recommends funding levels. The table included in the *Background and Justification* section of this agenda item details the organizations which the Cultural Council and the TDC have approved for funding and the corresponding funding amount (which is based on grant panel scores). The grant agreements will fund events which will promote cultural tourism in Palm Beach County. **Countywide (YBH)**
(Continued on page 3)

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

- Attachments:**
- 1. Category CII Grants with Exhibits, COI Documents, and Florida Statutes 787.06 Affidavits(22)

Recommended by:		Date:	<u>9/24/25</u>
	Department Director		
Approved By:		Date:	<u>10/1/25</u>
	Chief Deputy County Administrator		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Proposed 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 7015 Object 8201
Reporting Category_____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
2nd 3rd, 5th and 6th cent bed tax funding.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 9/25/2008
OFMB

[Signature] 9/29/25
Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

 9/30/25
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

(Continued from page 1)

Category CII Grant Recommendations

Council Approved Recommended Funding	Score	2026 Grant Amount
Spady Cultural Heritage Museum, Inc.	92.33	\$148,333
Lighthouse ArtCenter, Inc.	91	\$146,191
Boca Raton Philharmonic Symphonia, Inc.	92	\$147,797
Mandel Jewish Community Center of the Palm Beaches, Inc.	93	\$149,403
Ann Norton Sculpture Gardens, Inc.	92.33	\$148,332
Boca Ballet Theatre Company	91.67	\$147,261
Ballet Palm Beach, Inc.	89.67	\$144,049
Young Singers of the Palm Beaches, Inc.	93	\$149,403
The Lake Worth Playhouse, Inc.	92.33	\$133,499
Centre for the Arts at Mizner Park, Inc.	91.67	\$147,261
The Chamber Music Society of Palm Beach, Inc.	90.33	\$145,120

TOTAL **\$1,606,649**

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as “Agreement”, entered into on 9/18/2025,
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **Spady Cultural Heritage Museum, Inc. dba Spady
Cultural Heritage Museum, dba EPOCH**, hereinafter referred to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MARKETING DESCRIPTION

1.1 **GRANTEE:** Name: Spady Cultural Heritage Museum, Inc. dba Spady Cultural Heritage Museum, dba EPOCH

Address: 170 NW 5th Avenue
Delray Beach, FL 33444

Attention: Charlene Farrington

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$148,333

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 4/15/26

Final report 10/31/26

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 7, 2026

1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026

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 CULTURALCOUNCIL. The CULTURAL COUNCIL will convey such request to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for approval.

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

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

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

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

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

2025-0748 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, 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. TheGRANTEE 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.

5.6 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 Grantee 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.

5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By:

DocuSigned by:

Emanuel Perry

487F06C7C43F47E

 Date: 9/18/2025
Emanuel Perry, Executive Director
Tourist Development Council

APPROVED AS TO TERMS
AND CONDITIONS

By:

DocuSigned by:

Joan Hutchinson

8C248ED6155140F

 Date: 7/10/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: GRANTEE FEDERAL TAX ID #: 65-0687303
Spady Cultural Heritage Museum, Inc.
dba Spady Cultural Heritage Museum, dba EPOCH

By:

Signed by:

Charlene Farrington

307890161709453

Charlene Farrington, Executive Director
Name/Title

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY: COUNTY

By: ybh /s/Yelizaveta B. Herman
Yelizaveta B. Herman
County Attorney

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

By:

DocuSigned by:

Dave Lawrence

81D17AB1C91242B

Dave Lawrence, President and CEO

Exhibit A

BLACK HISTORY ARCHIVES and EXHIBITION PROGRAM - The Black History Archives collects Palm Beach County’s Black History in an effort to present information in an endeavor to fill in the missing pages of the County’s pre-settlement and settlement history. The exhibition program includes the permanent collection as well as exhibits on loan that highlight the historical and cultural significance of people and places from the African Diaspora. Year-round.

LaFrance Exhibition – Charles and Francina Patrick built the LaFrance hotel in Delray Beach's black neighborhood in the 50’s. During the time of segregation, the hotel served Black people who were migrant workers, service workers and musicians. October 2025– January 2026

The House Still Stands - In celebration of the 100-year birthday, this exhibit will highlight the history of the Spady house. February 2026 – September 2026

RIDE C REMEMBER BUS TOUR - is a two-hour tour with a focus on the five historic districts of Delray Beach. These tours are designed to provide people from all backgrounds, ages, and walks of life a fun and interactive experience as they learn about the City’s culturally diverse history. Date(s): Year-round

LECTURE SERIES - include Sankofa Study Group, Sip C See, and other co-hosted lectures and speaker series. These programs focus on topics and issues the Black community experiences both historically and currently. Year-round.

KWANZAA/KUUMBA VILLAGE KWANZAA - is an African-American celebration of life from December 26, 2025- January 1, 2026. Kuumba is the Kwanzaa principle that celebrates creativity and uplifts the community.

MARTIN LUTHER KING, JR. CELEBRATION - program honors Dr. King's memory and educates the public about his life and the civil rights movement through inspirational music and dynamic speaker presentations. February 2025

A DELRAY BEACH FAMILY AFFAIR (FLORIDA EMANCIPATION DAY) commemorates the emancipation of the enslaved in Florida. This celebration includes a concert, public art projects and other artistic activities.

JUNETEENTH - commemorates the emancipation of the enslaved in the United States. This celebration includes a concert, public art projects and other artistic activities. June 2026.

FY 2025/2026
Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET

EXHIBIT B

Grantee Name		Spady Cultural Heritage Museum, Inc. dba Spady Cultural Heritage Museum, dba EPOCH					
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	Allocation of Category Grant Funds (Equals Grant)	Other Program Funds (Include program matching funds)	Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]	All Other Organization Operating Income and Expenses	Total Organization Operating Budget [E=C+D]	% of Total	In-Kind Support** (Amount included in "E" total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	137,545	137,545	45,848	183,393	30.1%	
Personnel: Marketing (50% of allowable)			-		-		
Outside Professional Services: Artistic	13,333		13,333	10,000	23,333	3.8%	
Outside Professional Services: Marketing/PR	60,000	17,600	77,600		77,600	12.7%	
Outside Professional Services: Other	30,000	16,000	46,000	50,000	96,000	15.8%	
Space Rental for Program		2,000	2,000		2,000	0.3%	
Rent/Mortgage	N/A		-	115,295	115,295	18.9%	115,295
Marketing/Advertising	45,000		45,000		45,000	7.4%	
All Other Remaining Operating Expenses	N/A		-	66,300	66,300	10.9%	
TOTAL EXPENSES*	\$ 148,333	\$ 173,145	\$ 321,478	\$ 287,443	\$ 608,921	100%	\$ 115,295
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			15,000	5,000	20,000	3.3%	
Membership Revenue				5,000	5,000	0.8%	
Contracted Services Revenue				5,000	5,000	0.8%	
Other Revenue			15,000		15,000	2.5%	
Corporate Contributions				20,000	20,000	3.3%	
Foundation Grants			20,000	58,148	78,148	12.8%	
Other Private Support			23,145		23,145	3.8%	
Government Grants (Federal)					-		
Government Grants (State)				20,000	20,000	3.3%	
Government Grants (Local)			100,000	174,295	274,295	45.0%	115,295
TDC Grant Award Amount	(Matches total of column A above)		148,333		148,333	24.4%	
Grantee Cash-Budget shortfall/(surplus)***					-		
TOTAL REVENUES*			\$ 321,478	\$ 287,443	\$ 608,921	100%	\$ 115,295
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.)			\$ -	\$ -	\$ -	proof	\$ -
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				*Explain sources/uses of Cash shortfall/surplus on B-3 worksheet			

In-Kind Explanation 2025-2026

B-2

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

Attachment to Exhibit B-1

Shortfall or Surplus Explanation: 2025-2026

B-3

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

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfillment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2025

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 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 Cynanotary LLC 4510 N. University Dr. Lauderhill, FL 33351	CONTACT NAME: James Drake PHONE (A/C No. Ext): 954 977 9905 FAX (A/C No): 954 653 3860 E-MAIL ADDRESS: jimdrake@cynanotary.com
INSURED Spady Cultural Heritage Museum 170 NW 5th Avenue Delray Beach, FL 33444	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					10/01/2024	10/01/2025	EACH OCCURRENCE	\$ 1000000
	☒	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	☐	CLAIMS-MADE	☒	OCCUR				MED EXP (Any one person)	\$ 5000
								PERSONAL & ADV INJURY	\$ 1000000
								GENERAL AGGREGATE	\$ 2000000
GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COM/OP AGG	\$ Incl.
☐ POLICY		☐ PRO-JECT	☐ LOC						\$
AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
☐ ANY AUTO								BODILY INJURY (Per person)	\$
☐ ALL OWNED AUTOS		☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
☐ HIRED AUTOS		☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
UMBRELLA LIAB		☐	OCCUR					EACH OCCURRENCE	\$
EXCESS LIAB		☐	CLAIMS-MADE					AGGREGATE	\$
☐ DED		☐	RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								☐ WC STATUTORY LIMITS	☐ OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)		Y/N						E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below			N/A					E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

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

Museum

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

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Cultural Council for Palm Beach County 601 Lake Avenue Lake Worth, FL 33480	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



PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 9/8/2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and **Lighthouse ArtCenter, Inc.** hereinafter referred to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MARKETING DESCRIPTION

- 1.1 **GRANTEE:** Name: Lighthouse ArtCenter, Inc.

Address: 373 Tequesta Drive
Tequesta, FL 33469

Attention: Jenifer Licata
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$146,191
- 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 4/15/26

Final report 10/31/26
- 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 7, 2026
- 1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026
- 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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.17 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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By:

DocuSigned by:

Emanuel Perry

187F8687C13F47E...

 Date: 9/8/2025
Emanuel Perry, Executive Director
Tourist Development Council

APPROVED AS TO TERMS
AND CONDITIONS

By:

DocuSigned by:

Joan Hutchinson

8B2ABED91551401...

 Date: 7/10/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:
Lighthouse ArtCenter, Inc.

GRANTEE FEDERAL TAX ID #: 591118672

By:

Signed by:

Jenifer Licata

306A0177122849C...

Jenifer Licata, Executive Director
Name/Title

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY: COUNTY

By: ybh /s/Yelizaveta B. Herman
Yelizaveta B. Herman
County Attorney

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

By:

DocuSigned by:

Dave Lawrence

81D17A81CF124D8...

Dave Lawrence, President and CEO

Exhibit A

Delicate Expressions

Sept 11 – Nov 15, 2025

Delicate Expressions pairs Karen Tucker Kuykendall’s carefully observed and playfully irreverent paintings with contemporary art jewelry chosen from an open call. Kuykendall combines photorealistic depictions with unexpected intrusions that blur the line between observation and invention. The jewelry artists reflect this spirit through intricate craft, careful observation, and surprising details. Their pieces highlight intimacy and storytelling, inviting viewers to see adornment as more than decoration.

Sept 11: Opening Reception

Oct. 16: Reception

Nov 6-8: Art in Bloom Event

Annual Faculty C Community Exhibition

Dec 4-13, 2025

An annual exhibition of new artworks from esteemed faculty members. Before the new session of classes begins on January 5, 2026, members and guests have the opportunity to engage with the evolving styles of their favorite instructors, acquire their latest creations, and enroll in upcoming classes. Community Exhibition, where students, members, donors, and anyone in the community can contribute to the exhibition of artworks created on complimentary canvases.

Dec 4: Reception

Dec 6: Community Holiday Sale

Dec 11: Community Exhibition Silent Auction

The Art of Danial Ryan

Jan 15 - Feb 21, 2026

Danial Ryan is an artist known for his paintings of cats in endlessly inventive scenarios, navigating the unpredictable, often chaotic experiences of being human. Drawing from meme culture, internet cat content, and decorative art, Ryan explores themes like mortality, absurdity, and the effects of technology on the human psyche. With a massive

Exhibit A

online following and a prolific artistic practice, Ryan offers a unique perspective on the complexities of contemporary life and the challenges of maintaining mental health.

Jan 15: Reception

13th Annual Plein Air Festival

Mar 1 - 7, 2026

The 13th Annual Plein Air Festival, where 30 Celebrated Plein Air artists from around the country make new bodies of work in and around Tequesta, FL.

Mar 1: Paint Out Competition

Mar 4: Artist Meet and Greet

Mar 6: Collectors’ Party

Mar 7: Battle of the Brushes

48th Annual Member Show

Mar 19 – Apr 10, 2026

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

Mar 19: Reception

TRIO

Apr 23 – Aug 1, 2026

Trios, triples, triads, trilogies, triplets, trinities, triptychs. According to the “Rule of Three”, ideas, thoughts, events, characters, or sentences that are presented in threes are more interesting, effective, and memorable. Forty fiber artists from three states — FL, GA, and SC — have combined to respond to the concept of “TRIO”.

Apr 23: Reception

FY2025/2026
Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET

EXHIBIT B

Grantee Name: Lighthouse ArtCenter, Inc.							
Program Budget Detail: 1, 2025 to September 30, 2026 (Grant Fiscal Year)	Allocation of Category Grant Funds (Equals Grant)	Other Program Funds (Include program matching funds)	Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]	All Other Organization Operating Income and Expenses	Total Organization Operating Budget [E=C+D]	% of Total	In-Kind Support** (Amount included in "E" total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	186,000	186,000	368,000	554,000	32.1%	
Personnel: Marketing (50% of allowable)	20,500	22,306	42,806	12,697	55,503	3.2%	
Outside Professional Services: Artistic		53,190	53,190	161,250	214,440	12.4%	
Outside Professional Services: Marketing/PR	48,000	10,110	58,110	10,328	68,438	4.0%	
Outside Professional Services: Other	5,000		5,000		5,000	0.3%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	72,691	20,776	93,467	23,864	117,331	6.8%	
All Other Remaining Operating Expenses	N/A		-	710,729	710,729	41.2%	
TOTAL EXPENSES*	\$ 146,191	\$ 292,382	\$ 438,573	\$ 1,286,868	\$ 1,725,441	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue				71,500	71,500	4.1%	
Membership Revenue			47,500	95,000	142,500	8.3%	
Contracted Services Revenue					-	-	
Other Revenue			54,553	425,368	479,921	27.8%	
Corporate Contributions				75,000	75,000	4.3%	
Foundation Grants				295,000	295,000	17.1%	
Other Private Support			190,329	325,000	515,329	29.9%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		146,191		146,191	8.5%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 438,573	\$ 1,286,868	\$ 1,725,441	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - proof \$ -							
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				*Explain sources/uses of Cash shortfall/surplus on B-3 worksheet			

In-Kind Explanation 2025-2026

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

Attachment to Exhibit B-1

Shortfall or Surplus Explanation: 2025-2026

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

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfillment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 LIGHTHOUSE ART CENTER
(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.

Juni Leath
(signature of officer or representative)

Jeni Licata Executive Director
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

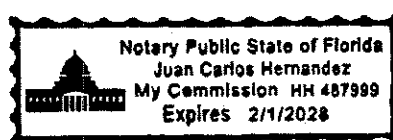
State of _____, County of _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 18th day of June 2025, by Jeni Licata

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

NOTARY PUBLIC
My Commission Expires: 2/1/2028
State of FL at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2024

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

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

PRODUCER Cothrom Risk & Insurance Services 440 N Andrews Ave Fort Lauderdale FL 33301	CONTACT NAME:	
	PHONE (A/C, No, Ext): 954-368-2191	FAX (A/C, No):
	E-MAIL ADDRESS: certificates@cothrom.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : GuideOne Elite Insurance Company	
	INSURER B : Everest Indemnity Insurance Company	
INSURED Lighthouse ArtCenter, Inc. 373 Tequesta Drive Tequesta FL 33469	LIGHART-01	INSURER C : GuideOne Specialty Insurance Company
		INSURER D : United States Liability Insurance Company
		INSURER E :
		INSURER F :
		NAIC #
		42803

COVERAGES CERTIFICATE NUMBER: 1370870267 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:	Y		010034370	11/25/2024	11/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 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	Y		001789479	11/25/2024	11/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y		010036703	11/25/2024	11/25/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	☐ 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						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C D	☐ 3rd Party Accident Liability ☐ Crime ☐ Directors & Officers			AHP1200010231 010034370 NDO1595321A	11/25/2024 11/25/2024 11/25/2024	11/25/2025 11/25/2025 11/25/2025	Max Accident Limit Employee Theft D&O Aggregate 100,000 50,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Policy #010034370 includes the following additional coverage:
Crisis Event Aggregate Limit \$300,000
Human Services Professional Liability Aggregate Limit \$3,000,000
Sexual Misconduct Liability Aggregate Limit \$3,000,000

Certificate Holder is an additional insured under the general liability policy per form GCG 20 01 04 19 when required by written agreement subject to the terms and conditions of the policy.

See Attached...

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

AGENCY Cothrom Risk & Insurance Services		NAMED INSURED Lighthouse ArtCenter, Inc. 373 Tequesta Drive Tequesta FL 33469
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Directors & Officers Policy #NDO1595321 includes the following additional coverage:
Employment Practices Liability Aggregate Limit \$2,000,000
Fiduciary Liability Aggregate Limit \$1,000,000
Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

08/07/2025

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MARKETING DESCRIPTION

- 1.1 **GRANTEE:** Name: Boca Raton Philharmonic Symphonia, Inc.
Address: 2285 Potomac Rd
Boca Raton, FL 33431
Attention: Annabel Russell
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$147,797
- 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 4/15/26
Final report 10/31/26
- 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 7, 2026
- 1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026
- 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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

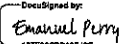
5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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.

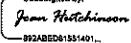
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PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

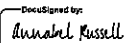
By:  Emanuel Perry Date: 08/07/2025
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

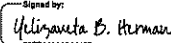
By:  Joan Hutchinson Date: 7/10/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:
Boca Raton Philharmonic Symphonia, Inc.

GRANTEE FEDERAL TAX ID #: 20-1454440

By:  Annabel Russell
Annabel Russell, Executive Director
Name/Title

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

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

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

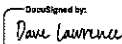
By:  Dave Lawrence
Dave Lawrence, President and CEO

Exhibit A

The Symphonia requests CII funding from the Cultural Council of Palm Beach County for those programs in its 2025-26 artistic season that have direct impact on developing the county's tourism. These programs will include four Sunday afternoon concerts, two Saturday evening concerts, one Holiday Pops concert, one free tribute band summer concert, and The Symphonia's ongoing series of "Audience Engagement Events" at a local restaurant, and at select public venues.

Name of Proposed Program: The Symphonia's 2025-2026 Concert Season

All concerts in the 2025-2026 Concert Season, except for the Holiday Pops and Summer Rock Concerts, will be conducted by Alastair Willis, The Symphonia's Principal Conductor and Artistic Advisor. The season will consist of:

CONCERT 1 – MOZART, POULENC & KERNIS:

This concert will feature POULENC's Concerto for Organ and Strings, with renowned organ soloist Tim Brumfield. MOZART's Eine Kleine Nachtmusik and KERNIS's Musica Celestis.

Date: 11/23/2025, 3:00 pm

Location: St. Gregory's Episcopal Church

CONCERT 2 – HOLIDAY POPS: This continues a Pops concert tradition that taps into different December holiday observances and music, and thus always attracts a large crowd of locals and visitors to Boca Raton.

Conductor, Jacomo Bairos

Date: 12/6/2025, 7:00 p.m.

Location: Mizner Park Amphitheater

CONCERT 3 / TWO PERFORMANCES – A WORLD PREMIERE & DVORAK

The Symphonia will present the world premiere of CONCERTO for CLARINET co-composed by internationally renowned clarinetist and composer Kinan AZMEH and renowned composer, Grammy-nominated conductor, and guitarist Christophe CHAGNARD. This piece was commissioned by The Symphonia in celebration of The Symphonia's 20th anniversary. The soloist will be Kinan Azmeh. Also, on the program will be DVORAK's New

Exhibit A

World Symphony. This piece has been masterfully re-orchestrated for a chamber-sized orchestra of 39 musicians.

Date: 1/24/2026, 7:00 pm AND 1/25/2026, 3:00 pm

Location: The Studio at Mizner Park

CONCERT 4 – BEETHOVEN & RAVEL

This concert will feature BEETHOVEN's famous Emperor Concerto with piano soloist Lyndsay Garritson and RAVEL's Le Tombeau de Couperin.

Date: 3/8/2026, 3:00 p.m.

Location: St. Gregory's Episcopal Church

CONCERT 5 / TWO PERFORMANCES – STRINGS ATTACHED

SIBELIUS's Andante Festivo / BARBER's Adagio for Strings / STILL's Mother & Child / DEBUSSY's Dances Sacred & Profane / FINZI's Romance / BRITTEN's Simple Symphony / BOCCHERINI's Minuet from String Quartet I E, op. 1

Harp Soloist, TBA

Date: 4/11/2026, 7:00 p.m. AND 4/12/2026, 3:00 p.m.

Location: The Studio at Mizner Park

SUMMER CONCERT - SYMPHONIA JAMS

The Symphonia & Crazy Fingers Tribute Band Concert

Conductor, Leonid Sigal

Date: 6/2026

Location: Mizner Amphitheater

Exhibit A

AUDIENCE ENGAGEMENT EVENTS:

Harmony & Vines and A Night with The Symphonia

At the time of this grant submission, a schedule of locations/dates for these events is in process for: 10/2025; 11/2025; 2/2026; 5/2026; 7/2026; 9/2026.

TOURIST DEVELOPMENT FUND FY2025/2026

Category CII - Cultural Marketing

INCOME/EXPENSE BUDGET

Grantee Name: Boca Raton Philharmonic Symphonia, Inc.							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	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: <i>Admin/Tech/Artistic</i>	N/A	238,788	238,788		238,788	37.2%	
Personnel: <i>Marketing (50% of allowable)</i>			-		-	-	
Outside Professional Services: <i>Artistic</i>	100,000	84,000	184,000		184,000	28.7%	
Outside Professional Services: <i>Marketing/PR</i>	20,000	30,682	50,682		50,682	7.9%	
Outside Professional Services: <i>Other</i>		67,834	67,834		67,834	10.6%	
Space Rental for Program	17,797	3,210	21,007		21,007	3.3%	
Rent/Mortgage	N/A	3,000	3,000		3,000	0.5%	
Marketing/Advertising	10,000	42,000	52,000		52,000	8.1%	
All Other Remaining Operating Expenses	N/A	24,662	24,662		24,662	3.8%	
TOTAL EXPENSES*	\$ 147,797	\$ 494,176	\$ 641,973	\$ -	\$ 641,973	100%	\$ -
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			84,000		84,000	13.1%	
Membership Revenue			-		-	-	
Contracted Services Revenue			41,989		41,989	6.5%	
Other Revenue			108,714		108,714	16.9%	
Corporate Contributions			12,797		12,797	2.0%	
Foundation Grants			85,000		85,000	13.2%	
Other Private Support			70,500		70,500	11.0%	
Government Grants (Federal)			-		-	-	
Government Grants (State)			-		-	-	
Government Grants (Local)			10,000		10,000	1.6%	
TDC Grant Award Amount	(Matches total of column A above)		147,797		147,797	23.0%	
Grantee Cash-Budget (shortfall)/surplus***			81,176		81,176	12.6%	
TOTAL REVENUES*			\$ 641,973	\$ -	\$ 641,973	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - 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)

In-Kind Explanation FY25-26

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

Shortfall or Surplus Explanation FY25-26

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

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfilment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 Boca Raton Philharmonic Symphonia, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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


(signature of officer or representative)

Annabel Russell, Executive Director
(printed name and title of officer or representative)

 X 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, 2nd day of June, 2025, by Annabel Russell.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC

My Commission Expires: January 7, 2029
State of Florida at large JT



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2024

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

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

PRODUCER Cothrom Risk & Insurance Services 440 N Andrews Ave Fort Lauderdale FL 33301	CONTACT NAME: PHONE (A/C No. Ext): 954-368-2191 FAX (A/C No.): E-MAIL ADDRESS: certificates@cothrom.com														
INSURED Boca Raton Philharmonic Symphonia Inc. 2285 Potomac Rd. Boca Raton FL 33431	<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: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></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: Philadelphia Indemnity Insurance Company	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 779452788**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:	Y	PHPK2696939000	9/28/2024	9/28/2025	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 Sexual Misconduct AG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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 are an additional insured for the general liability policy when required by written agreement subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners c/o
 Cultural Council of Palm Beach
 601 Lake Avenue
 Lake Worth FL 33460

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

AUTHORIZED REPRESENTATIVE

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PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 9/8/2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and **Mandel Jewish Community Center of the Palm Beaches Inc. dba The Mandel Jewish Community Center**, 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: Mandel Jewish Community Center of the Palm Beaches Inc.
Address: 8500 Jog Road
Boynton Beach, Fl 33472
Attention: Samantha Klein
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$149,403
- 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 4/15/26
Final report 10/31/26
- 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 7, 2026
- 1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026
- 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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

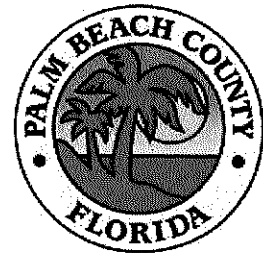
- 2.9 **CREDITS:** The GRANTEE must include the following credit designations for the agency managing their grant (Cultural Council of Palm Beach County), the funding source (Funded by the Tourist Development Council), and the grantor (Palm Beach County Board of County Commissioners).



Arts. Sciences. History. Community.



Funded by the Tourist Development Council



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.17 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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

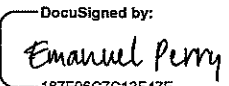
5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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.

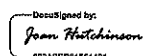
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PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By:  Emanuel Perry Date: 9/8/2025
Emanuel Perry, Executive Director
Tourist Development Council

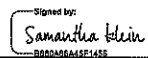
**APPROVED AS TO TERMS
AND CONDITIONS**

By:  Joan Hutchinson Date: 7/10/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:

Mandel Jewish Community Center of the Palm Beaches Inc.

GRANTEE FEDERAL TAX ID #: 59-1582799

By:  Samantha Klein

Samantha Klein, Interim CEO
Name/Title

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

By: ybh /s/Yelizaveta B. Herman
Yelizaveta B. Herman
County Attorney

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

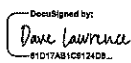
By:  Dave Lawrence
Dave Lawrence, President and CEO

Exhibit A

1) Palm Beach Jewish Film Festival

An annual multi-week celebration of Jewish and Israeli cinema, featuring screenings of award-winning films, filmmaker Q&As, and special guest speakers. The festival attracts visitors from across the country and showcases films that explore Jewish culture, history, and current issues.

January 24 – February 12, 2025

Locations: Mandel JCC (Palm Beach Gardens), Cinemark at Boynton Beach, Movies of Lake Worth

2) Comedy Show

A lively, interactive comedy event featuring top comedians covering everything from daily life to cultural commentary. This evening of laughs draws a diverse crowd from across the region.

December 2025 – Mandel JCC, Boynton Beach; January 2026 – Mandel JCC, Palm Beach Gardens

3) Distinguished Author Series

A monthly literary series featuring bestselling authors discussing their latest works. The series includes in-person and virtual talks with opportunities for audience Q&A.

December 2025 – March 2026

Locations: Mandel JCC, Palm Beach Gardens & Boynton Beach

4) Celebrating Sisterhood Brunch

This signature brunch honors Jewish women through storytelling and literature. Featuring renowned female authors, the event creates space for intergenerational dialogue and connection.

October/November 2025

Exhibit A

Location: Eastpointe Country Club (Palm Beach Gardens), Mandel JCC (Boynton Beach)

5) Cantorial Concerts

Led by cantors Jodi Sufrin and Roy Einhorn, this concert blends music and storytelling, exploring Jewish songwriters' contributions to American music. Includes audience sing-alongs and behind-the-scenes insights.

February 2026

Location: Mandel JCC, Boynton Beach and Palm Beach Gardens

6) Live Concerts

A musical tribute to legendary Jewish artists, this high-energy performance celebrates Jewish influence on American music and brings the community together through song.

March 2026

Locations: Mandel JCC, Palm Beach Gardens and Boynton Beach

7) International Women's Month Celebration

A powerful event highlighting the voices and accomplishments of influential Jewish women. Features a panel of speakers and community discussion.

March 2026

Location: Mandel JCC, Palm Beach Gardens

8) Lifelong Learning Series

This series offers thought-provoking lectures and cultural discussions led by scholars and experts. Topics include Jewish history, literature, arts, and current affairs.

October 2025 – April 2026

Locations: Mandel JCC, Boynton Beach and Palm Beach Gardens

Exhibit A

9) Best of the Fest

Encore screenings of the most popular films from the Palm Beach Jewish Film Festival, including award-winners and new additions. A great opportunity to catch what you missed.

Late July/Early August 2026

Location: Movies of Lake Worth

10) Israel Celebration & Memorial Events

This series honors Israel's culture and heritage through film, music, food, and family programming. Events are both celebratory and reflective, fostering a deep connection to Israel.

April – May 2026

Locations: Mandel JCC, Palm Beach Gardens and Boynton Beach

TOURIST DEVELOPMENT FUND FY2025/2026

Category CII - Cultural Marketing

INCOME/EXPENSE BUDGET

Grantee Name: Mandel Jewish Community Center of the Palm Beaches							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	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	116,390	116,390	8,967,249	9,083,639	54.6%	
Personnel: Marketing (50% of allowable)	50,000	134,555	184,555	106,992	291,547	1.8%	
Outside Professional Services: Artistic	12,000	39,600	51,600	-	51,600	0.3%	
Outside Professional Services: Marketing/PR			-	15,000	15,000	0.1%	
Outside Professional Services: Other	60,000	75,000	135,000	445,000	580,000	3.5%	
Space Rental for Program	6,200		6,200	-	6,200	0.0%	
Rent/Mortgage	N/A		-	-	-	-	
Marketing/Advertising	21,203	14,797	36,000	60,766	96,766	0.6%	
All Other Remaining Operating Expenses	N/A	12,000	12,000	6,485,000	6,497,000	39.1%	
TOTAL EXPENSES*	\$ 149,403	\$ 392,342	\$ 541,745	\$ 16,080,007	\$ 16,621,752	100%	\$ -
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			176,397	-	176,397	1.1%	
Membership Revenue			70,000	-	70,000	0.4%	
Contracted Services Revenue				11,594,699	11,594,699	69.8%	
Other Revenue				784,813	784,813	4.7%	
Corporate Contributions				126,649	126,649	0.8%	
Foundation Grants				1,575,000	1,575,000	9.5%	
Other Private Support			145,945	1,983,242	2,129,187	12.8%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)				272,253	272,253	1.6%	
TDC Grant Award Amount	(Matches total of column A above)		149,403		149,403	0.9%	
Grantee Cash-Budget (shortfall)/surplus***				(256,649)	(256,649)	-1.5%	
TOTAL REVENUES*			\$ 541,745	\$ 16,080,007	\$ 16,621,752	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - 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)			

In-Kind Explanation FY25-26

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

Shortfall or Surplus Explanation FY25-26

Grantee Name:	
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "Applicant Cash") that will be used to cover that planned shortfall.	
Shortfall: We have budgeted for a small loss in the 2025-2026 Budget due to anticipated increases in the cost of program supplies and necessary building repairs. Sufficient funds are available in our money market account to cover this shortfall	
Surplus Explanation:	
If Income/Expense creates a net surplus , please provide a short explanation of the planned use of those surplus funds (listed under "Applicant Cash").	
Surplus:	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfilment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 Mandel JCC
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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

[Signature]
(signature of officer or representative)

Samantha Klein, CEO
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

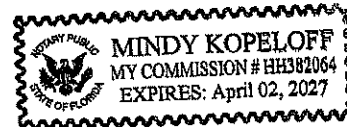
State of FL, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 24 day of June 2025, by Samantha Klein

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

Mindy Koepeloff
NOTARY PUBLIC
My Commission Expires: 4/2/2027
State of FL at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2025

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 License#: L003035 MANDEJEW-01	CONTACT NAME: Linda Anderson PHONE (A/C, No, Ext): 262-477-4724 FAX (A/C, No): 262-477-4724 E-MAIL ADDRESS: landerson@gendelman.com INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of NonProfits for Ins INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 10023	

COVERAGES **CERTIFICATE NUMBER:** 1419561225 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:		02CP00671710104	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		02CP00671710104	7/1/2025	7/1/2026	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 ☒ RETENTION \$ 0		02UB00671710104	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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	TWC4644669	7/1/2025	7/1/2026	☒ 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

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

Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy. 30 days written notice of cancellation to County applies prior to any material change or cancellation of coverage shown.

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

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PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/01/2025,
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **Ann Norton Sculpture Gardens, Inc.** hereinafter
referred to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MARKETING DESCRIPTION

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

Address: 2051 S. Flagler Drive

West Palm Bch, FL 33401

Attention: Frances Fisher

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$148,332

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 4/15/26

Final report 10/31/26

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 7, 2026

1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026

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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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



Arts. Sciences. History. Community.



Funded by the Tourist Development Council



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.17 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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by:
Emanuel Perry
187F9A67C13F47E 08/01/2025
Date: _____
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

By: DocuSigned by:
Joan Hutchinson
822F024444444444 7/10/2025
Date: _____
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:
Ann Norton Sculpture Gardens, Inc.

GRANTEE FEDERAL TAX ID #: 59-1874060

By: DocuSigned by:
Frances Fisher
AA3EF4AFDDBA1DD
Frances Fisher, President
Name/Title

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

By: ybh Signed by:
Yelizaveta B. Herman
297C441A254445E
Yelizaveta B. Herman
County Attorney

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

By: DocuSigned by:
Dave Lawrence
81D17A81C9124D8
Dave Lawrence, President and CEO

Exhibit A

2025-26 Season of Culture, Conservation and Community

Overview

Special Events

Ninth Annual Sculpture in Motion: The Art of Pre- and Post-War Automobiles

Honoring Gold Star Families of Palm Beach County and Veterans

Community Exhibition

Saturday, November 15, 2025 | 10 am - 4 pm

The Grand Tour Parade of Cars

Saturday, November 15, 2025 | 4:15 pm

Gardens Conservancy Annual Evening of Music & Art in the Gardens

Wednesday, March 18, 2026, from 6 to 8 pm

The Gardens Conservancy's Annual Evening of Music & Art in the Gardens will honor the 2026 recipient of the Ann Norton Award for Philanthropy. The event also celebrates ANSG's longstanding partnership with the Palm Beach Modern + Contemporary Art Fair as its Official Cultural Partner and Satellite Venue the night before the PBM+C Fair and Boat Show open. In addition, the evening marks the opening of ANSG's Artist in Residence exhibition, highlighting the organization's ongoing commitment to fostering contemporary art within the historic garden setting.

Exhibitions

Imperiled: Florida's Wildlife and Habitats, Recent paintings by Paul Gervais

October 1 - January 11, 2026 | Norton House Gallery

Outdoor Sculpture Exhibition

January - June 2026

Artist in Residence Exhibition Sylvia Schuster

March 15 - June 2026

Artist Talk

Saturday, March 18 | 10 am

Exhibit A

Speaker Series, Programs, Tours & Talks

The Mott-Dansby Conservation Conversations, Inspired by Legacy Celebrating Florida Wildlife
Second Monday of the month December 8, January 12, February 9 and April 13 | 6 pm

Art & Nature Series: A Season of Programs Celebrating Culture, Conservation & Creativity

Saturdays, Monthly | November – March

Art & Nature engages visitors through inspiring, hands-on experiences that reconnect participants with art, nature, and wildlife. This season, events will include native plant giveaways, the creation of native demonstration gardens, painting water barrels and workshops such as floral design using materials from participants' own yards.

Garden & Gallery Talks featuring visiting exhibition overview

Wednesdays at 11 am | November through June

Ann Norton Sculpture Gardens Master Gardener in Residence Tour & Talk with CJ McCartney

Second Friday of the month, October through June | 11 am

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

Grantee Name: Ann Norton Sculpture Gardens							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	Allocation of Category Grant Funds (Equals Grant)	Other Program Funds (Include program matching funds)	Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]	All Other Organization Operating Income and Expenses	Total Organization Operating Budget [E=C+D]	% of Total	In-Kind Support** (Amount included in "E" total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A		-	250,000	250,000	19.2%	
Personnel: Marketing (50% of allowable)		50,000	50,000		50,000	3.8%	
Outside Professional Services: Artistic	25,000	20,000	45,000	45,000	90,000	6.9%	
Outside Professional Services: Marketing/PR	60,000	55,000	115,000	50,000	165,000	12.7%	
Outside Professional Services: Other	8,332	8,000	16,332	137,000	153,332	11.8%	
Space Rental for Program			-		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	55,000	40,000	95,000	46,678	141,678	10.9%	
All Other Remaining Operating Expenses	N/A		-	450,000	450,000	34.6%	
TOTAL EXPENSES*	\$ 148,332	\$ 173,000	\$ 321,332	\$ 978,678	\$ 1,300,010	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			35,000	75,000	110,000	8.5%	
Membership Revenue			50,000	150,000	200,000	15.4%	
Contracted Services Revenue				40,000	40,000	3.1%	
Other Revenue			25,000	175,000	200,000	15.4%	
Corporate Contributions			25,000	60,000	85,000	6.5%	
Foundation Grants			20,000	60,000	80,000	6.2%	
Other Private Support			18,000	418,678	436,678	33.6%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		148,332		148,332	11.4%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 321,332	\$ 978,678	\$ 1,300,010	100%	\$ -
*(if any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - proof \$ -							
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				*Explain sources/uses of Cash shortfall/surplus on B-3 worksheet			

In-Kind Explanation 2025-2026**B-2**

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

Attachment to Exhibit B-1

Shortfall or Surplus Explanation: 2025-2026

B-3

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

Attachment to Exhibit B-1

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfillment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 Ann Norton Sculpture Gardens, Inc.
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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



(signature of officer or representative)

Frances Fisher Chair, Board of Trustees

(printed name and title of officer or representative)

☒ State of Florida, County of Palm Beach

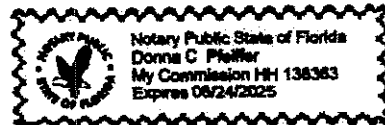
State of , County of

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization
this, 16th day of June, 2025, by Frances Fisher.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires: 08/24/2025
State of FL at large



(Notary Seal)



NORTO-1

OP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2025

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 Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach, FL 33401 HW"Hank" Massey, Jr, CLU, CPCU	CONTACT Melissa Gray PHONE (A/C, No, Ext): 561-478-1660 FAX (A/C, No): 561-478-6876 E-MAIL ADDRESS: melissa@masseyclarkfischer.com														
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:	X	CCG-00036567-02	06/01/2025	06/01/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Per occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER**CANCELLATION**

PalmBeachCountyBoard ofCounty Commissioners c/o Cultural Council for Palm Beach County 601 Lake Ave Lake Worth, FL 33460	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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NORTO-1

QP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2025

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C	Property		CPS8008028	06/01/2025	06/01/2026	Bus Prop 26,250

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

Holder Named Additional Insured in respects the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Cultural Council of
Palm Beach County
601 Lake Ave
Lake Worth, FL 33460

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/07/2025
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **Boca Ballet Theatre Company** hereinafter referred
to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MARKETING DESCRIPTION

1.1 GRANTEE: Name: Boca Ballet Theatre Company

Address: 7630 NW 6th Avenue

Boca Raton, FL 33487

Attention: Dan Guin

1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$147,261

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 4/15/26

Final report 10/31/26

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 7, 2026

1.8 GRANT PERIOD: October 1, 2025 through September 30, 2026

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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

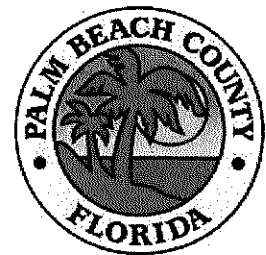
GRANTEE shall submit quarterly, as outlined in **Exhibit "C"**, to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of

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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

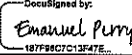
5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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.

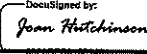
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PALM BEACH COUNTY, FLORIDA:

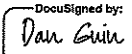
PALM BEACH COUNTY:

By:  Emanuel Perry Date: 08/07/2025
Emanuel Perry, Executive Director
Tourist Development Council

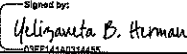
**APPROVED AS TO TERMS
AND CONDITIONS**

By:  Joan Hutchinson Date: 7/16/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: **Grantee Federal Tax Id #:** 65-0238234
Boca Ballet Theatre Company

By:  Dan Guin
Dan Guin, CEO
Name/Title

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

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

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

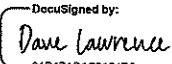
By:  Dave Lawrence
Dave Lawrence, President and CEO

Exhibit A

1) The Nutcracker

November 28–30, 2025

Olympic Heights Performing Arts Theater

20101 Lyons Rd, Boca Raton, FL 33434

Palm Beach County's longest-running production of The Nutcracker returns Thanksgiving weekend. This beloved holiday tradition features stunning choreography, beautiful sets, Tchaikovsky's iconic score, and world-renowned guest artists performing alongside our talented students. The production draws audiences from across South Florida and beyond, contributing to the region's cultural tourism and community spirit.

2) Spring Mixed Repertory Concert- Name TBD

April 18-19, 2026

Countess de Hoernle Theatre at Spanish River High School

5100 Jog Rd, Boca Raton, FL 33496

Our Spring Mixed Repertory Concert showcases a vibrant blend of classical and contemporary works. Featuring professional dancers and students in a variety of styles, this performance highlights the versatility of our training program and enriches the local arts scene. Guest artists from across the country enhance the artistic quality, drawing new audiences and elevating Boca Raton's reputation as a cultural destination.

3) La Bayadère

August 1–2, 2026

Countess de Hoernle Theatre at Spanish River High School

5100 Jog Rd, Boca Raton, FL 33496

This breathtaking classical ballet tells the story of Nikiya, a temple dancer, and Solor, a noble warrior, in a tale of love, betrayal, and destiny set in ancient India. La Bayadère offers a showcase of exceptional technique and artistry, reflecting the high standards of Boca Ballet Theatre's training.

4) Artistic Directors Summer Intensive

June–July 2026

Boca Ballet Theatre

7630 NW 6th Ave, Boca Raton, FL 33487

Exhibit A

This prestigious five-week program brings 4–5 artistic directors from top U.S. dance companies to work with 36 pre-professional students from across the world. Participants receive expert training and audition opportunities in an immersive environment. The program culminates in a performance and significantly boosts summer visitation as dancers and their families travel to Boca Raton for the experience.

5) Annual College Dance Fair

September 3–5, 2026

Boca Ballet Theatre

7630 NW 6th Ave, Boca Raton, FL 33487

The only event of its kind in the region, our College Dance Fair attracts 75 high school dancers and their families from across the U.S. for master classes, workshops, and direct engagement with leading college dance programs. The fair provides critical guidance on the college application process and strengthens Boca Ballet Theatre's national reach while contributing to cultural and educational tourism.

TOURIST DEVELOPMENT FUND FY2025/2026

Category CII - Cultural Marketing

INCOME/EXPENSE BUDGET

Grantee Name: Boca Ballet Theatre Company							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	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	189,731	189,731	186,304	376,035	24.5%	
Personnel: Marketing (50% of allowable)		64,358	64,358	14,996	79,354	5.2%	
Outside Professional Services: Artistic	43,772	180,795	224,567	96,800	321,367	20.9%	
Outside Professional Services: Marketing/PR		23,657	23,657		23,657	1.5%	
Outside Professional Services: Other	15,000	4,768	19,768	23,355	43,123	2.8%	
Space Rental for Program	49,000	66,798	115,798		115,798	7.5%	
Rent/Mortgage	N/A		-	229,950	229,950	15.0%	
Marketing/Advertising	39,489	59,201	98,690	60,637	159,327	10.4%	
All Other Remaining Operating Expenses	N/A	85,175	85,175	100,534	185,709	12.1%	
TOTAL EXPENSES*	\$ 147,261	\$ 674,483	\$ 821,744	\$ 712,576	\$ 1,534,320	100%	\$ -
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			177,106		177,106	11.5%	
Membership Revenue			181,730		181,730	11.8%	
Contracted Services Revenue			49,818	359,696	409,514	26.7%	
Other Revenue			59,289	112,493	171,782	11.2%	
Corporate Contributions			31,500		31,500	2.1%	
Foundation Grants			69,300	37,800	107,100	7.0%	
Other Private Support			17,809	202,587	220,396	14.4%	
Government Grants (Federal)					-	-	
Government Grants (State)			78,931		78,931	5.1%	
Government Grants (Local)			9,000		9,000	0.6%	
TDC Grant Award Amount	(Matches total of column A above)		147,261		147,261	9.6%	
Grantee Cash-Budget (shortfall)/surplus***					-	-	
TOTAL REVENUES*			\$ 821,744	\$ 712,576	\$ 1,534,320	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - 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)							

In-Kind Explanation FY25-26

Grantee Name:	
In declaring any "In-Kind" Revenue, please describe details below:	
Personnel: Admin/Tech/Artistic:	N/A
<i>Neither volunteer hours nor donated salaries are recognized as "In-Kind"</i>	
Personnel: Marketing (50% of allowable):	N/A
<i>Neither volunteer hours nor donated salaries are recognized as "In-Kind"</i>	
Outside Professional Services: Artistic	
Outside Professional Services: Marketing/PR	
Outside Professional Services: Other	
Space Rental for Program:	
Rent/Mortgage:	
Marketing/Advertising:	
Remaining Operating Expenses:	
Items for fundraising raffles and auctions, items for décor for front of house at performance and supplies for events.	

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

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfilment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

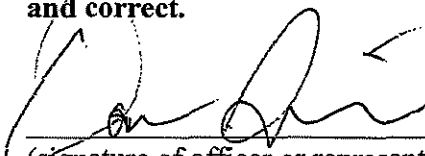
EXHIBIT D

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 Boca Ballet Theatre Company
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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


(signature of officer or representative)

Dan Guin - Executive Dir.
(printed name and title of officer or representative)

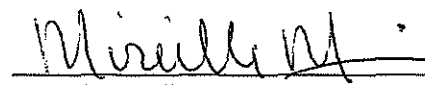
X State of Florida, County of Palm Beach

____ State of _____, County of _____

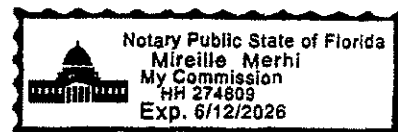
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 13th day of June, 2025, by Dan Guin.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC

My Commission Expires: 6/12/26
State of FL at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2024

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

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

PRODUCER The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton FL 33487-2730	CONTACT NAME: Meghan Rimar PHONE (A/C, No, Ext): (561) 994-9994 FAX (A/C, No): (561) 997-7087 E-MAIL ADDRESS: mrimar@beacongrouppinc.com INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company, S.I. NAIC # 18767 INSURER B: Markel Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Boca Ballet Theatre Company 7630 NW 6th Avenue Boca Raton FL 33487	

COVERAGES **CERTIFICATE NUMBER:** CL24112013313 **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:	Y		0446211-02-809768	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			0446211-09-809763	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
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	N/A	0446211-07-809945	09/30/2024	09/30/2025	☒ 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
B	Accident Policy			4102AH258489	09/30/2024	09/30/2025	Maximum Medical Limit \$ 25,000

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

Policy forms that apply (attached): A 220 (01-98)

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners,
 (continued on pg 2)
 601 Lake Avenue
 Lake Worth FL 33460

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul S. W...
D048332

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AGENCY CUSTOMER ID: 00000595

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY The Beacon Group, Inc.		NAMED INSURED Boca Ballet Theatre Company
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Certificate Holder Continued: Tourist Development Council and Cultural Council

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. Paragraph C, Who Is An Insured, is amended to include as an insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," or "advertising injury" liability arising out of your operations or premises owned by or rented to you.

Refer to the Declarations Page to determine the insured person or organization.

ENDORSEMENT DECLARATIONS EFFECTIVE: 11/22/24. SUPERCEDES ANY PREVIOUS DECLARATIONS BEARING THE SAME POLICY NUMBER FOR THIS POLICY PERIOD.

GENERAL LIABILITY COVERAGE PART DECLARATIONS PAGE

POLICY NO.: 0446211-02-809768

ITEM 1. LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS AND SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 3,000,000 ⁰
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (COMBINED)	\$ 1,000,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON (OTHER THAN SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 5,000
PROPERTY DAMAGE LEGAL LIABILITY - ANY ONE OCCURRENCE	\$ 1,000,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIMIT (COMBINED) - ALL LOCATIONS AND OPERATIONS	
EACH CLAIM LIMIT	\$ 1,000,000
AGGREGATE LIMIT	\$ 1,000,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION MEDICAL EXPENSE LIMIT	
ANY ONE PERSON	\$ 10,000
AGGREGATE LIMIT	\$ 50,000
LEGAL DEFENSE COVERAGE LIMIT	
EACH DEFENSIBLE INCIDENT LIMIT	\$ 5,000
AGGREGATE LIMIT	\$ 15,000
CATASTROPHIC VIOLENCE RESPONSE	
PER PERSON LIMIT	\$ 50,000
EACH VIOLENT INCIDENT LIMIT	\$ 300,000
VIOLENT INCIDENT AGGREGATE LIMIT	\$ 300,000

ITEM 2. DESCRIPTION AND CLASSIFICATION OF PREMISES AND OPERATIONS:

ALL PREMISES AND OPERATIONS UNLESS EXCLUDED IN ITEM 3 BELOW.

NONE

ITEM 3. EXCLUSION ENDORSEMENTS:

EXCLUSION - MEDICAL EXPENSE - SPECIFIC ACTIVITY OR EVENT:

PROTECTING
THE GREATER
GOOD



POLICY NO.: 0446211-02-809768

ANY AND ALL PYROTECHNICS.
ANY AND ALL BEER FEST EVENTS.

EXCLUSION - EXCLUDED OPERATION(S). DESCRIPTION OF OPERATIONS:

ANY AND ALL PYROTECHNICS.
ANY AND ALL BEER FEST EVENTS.

OTHER ENDORSEMENTS:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US.
NAME OF PERSON OR ORGANIZATION:

SCHOOL BOARD OF PALM BEACH COUNTY

COLLEGES OR SCHOOLS ENDORSEMENT.
COVERAGE FOR CORPORAL PUNISHMENT DOES NOT APPLY.
MEDICAL EXPENSE INSURANCE OPTION THAT APPLIES: THREE (NONE)

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS INSURED:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS,
TOURIST DEVELOPMENT COUNCIL AND CULTURAL COUNCIL
601 LAKE AVE
LAKE WORTH, FL 33460
GRANT
PREMISES/BUILDINGS INCLUDED: 001 001

SCHOOL BOARD OF PALM BEACH COUNTY
3300 FOREST HILL BLVD
WEST PALM BEACH, FL 33406-5813
PREMISES/BUILDINGS INCLUDED: 001 001

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

08/01/2025

This is a Grant Agreement, herein referred to as "Agreement", entered into on _____
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **Ballet Palm Beach, Inc.** hereinafter referred to as
"GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MARKETING DESCRIPTION

1.1 **GRANTEE:** Name: Ballet Palm Beach, Inc.

Address: 10357 Ironwood Road

Palm Beach Gardens, FL 33410

Attention: Colleen Smith

1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$144,049

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 4/15/26

Final report 10/31/26

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 7, 2026

1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026

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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.17 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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

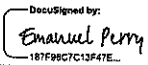
5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

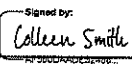
By:  Emanuel Perry Date: 08/01/2025
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

By:  Joan Hutchinson Date: 7/10/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

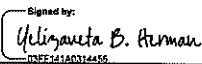
GRANTEE ORGANIZATION:
Ballet Palm Beach, Inc.

GRANTEE FEDERAL TAX ID #: 82-0569013

By:  Colleen Smith

Colleen Smith, Founding Artistic and Executive Director
Name/Title

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

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

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

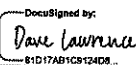
By:  Dave Lawrence
Dave Lawrence, President and CEO

Exhibit A

Ballet Palm Beach Season of Dance 2025-2026: All performances will be held at the Raymond F. Kravis Center for the Performing Arts in West Palm Beach. Six main stage ballets are planned as follows:

October 24-26, 2025: "Snow White," a family-friendly adaptation of the familiar fairytale will be performed five times in the Rinker Playhouse

December 5-7, 2025: "The Nutcracker" our largest production of the season has historically captured the largest out-of-town audiences. The choreography is unique to Ballet Palm Beach and is an annual tradition for many families.

March 6-8, 2026: "Queen Esther" is a biblical story of a brave, young Jewish woman who saves her people from a plot to kill them. The ballet will be performed five times in the Kravis Center's Rinker Playhouse.

April-10-11, 2026: "Carmen" is the story of a fiery gypsy woman named Carmen and a soldier, Don Jose, who forsakes his childhood sweetheart and military career to pursue the attention of Carmen. This popular ballet returns to the Rinker Playhouse for three performances.

May 15-16, 2026: "Giselle" a romantic tragedy about a peasant girl's broken heart after discovering her lover's deception will be performed two times in Dreyfoos Hall.

June 2026: "Ballet Palm Beach Cabaret" will be offered two times in the Rinker Playhouse. These innovative evenings in June feature a mixed repertoire programming and cabaret style seating that will ensure a fun and informal way to interact more directly with our audience and grow our connection to younger theater-goers.

CULTURAL TOURISM DEVELOPMENT FUND

Contract Exhibit B-1

FY 2025/2026

Category CII - Cultural Marketing

INCOME/EXPENSE BUDGET

Grantee Name: Ballet Palm Beach							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	Allocation of Category Grant Funds (Equals Grant)	Other Program Funds (Include program matching funds)	Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]	All Other Organization Operating Income and Expenses	Total Organization Operating Budget [E=C+D]	% of Total	In-Kind Support** (Amount included in "E" total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	148,320	148,320		148,320	9.4%	
Personnel: Marketing (50% of allowable)			-		-	-	
Outside Professional Services: Artistic	30,000	318,986	348,986		348,986	22.0%	
Outside Professional Services: Marketing/PR	15,000	35,000	50,000		50,000	3.2%	
Outside Professional Services: Other		270,000	270,000		270,000	17.0%	
Space Rental for Program	49,049	125,951	175,000		175,000	11.0%	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	50,000	150,960	200,960		200,960	12.7%	
All Other Remaining Operating Expenses	N/A	391,734	391,734		391,734	24.7%	
TOTAL EXPENSES*	\$ 144,049	\$ 1,440,951	\$ 1,585,000	\$ -	\$ 1,585,000	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			660,000		660,000	41.6%	
Membership Revenue			29,000		29,000	1.8%	
Contracted Services Revenue			20,000		20,000	1.3%	
Other Revenue			90,000		90,000	5.7%	
Corporate Contributions			71,000		71,000	4.5%	
Foundation Grants			50,951		50,951	3.2%	
Other Private Support			520,000		520,000	32.8%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		144,049		144,049	9.1%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 1,585,000	\$ -	\$ 1,585,000	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - proof \$ -							
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				*Explain sources/uses of Cash shortfall/surplus on B-3 worksheet			

In-Kind Explanation 2025-2026

B-2

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

Attachment to Exhibit B-1

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfillment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 Ballet Palm Beach
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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

[Signature]
(signature of officer or representative)

COLLEEN MITCHELL FOUNDING ARTISTIC
(printed name and title of officer or representative)
EXECUTIVE DIRECTOR

✓ State of Florida, County of Palm Beach

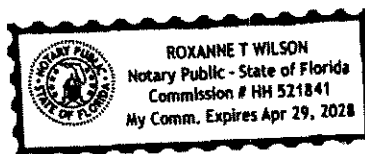
State of County of

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 10 day of June, 2025, by Colleen Smith.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

[Signature]
NOTARY PUBLIC
My Commission Expires: 4-29-28
State of Florida at large



(Notary Seal)



BALLPAL-02

ATHOMAS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2024

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

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

PRODUCER Darr Schackow Insurance Agency LLC 5200-B West Newberry Road Gainesville, FL 32607	CONTACT NAME: John Darr PHONE (A/C, No, Ext): (888) 337-9322 FAX (A/C, No): (352) 376-5741 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Mount Vernon Fire Insurance Company</td> <td style="width: 20%;">NAIC # 26522</td> </tr> <tr> <td>INSURER B: Scottsdale Indemnity Company</td> <td>15580</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 A: Mount Vernon Fire Insurance Company	NAIC # 26522	INSURER B: Scottsdale Indemnity Company	15580	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													
INSURED Ballet Palm Beach at The Esther Center Inc 10357 Ironwood Road Palm Beach Gardens, FL 33410													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY <table style="width: 100%;"> <tr> <td style="width: 50%;">CLAIMS-MADE ☒ OCCUR</td> <td style="width: 50%;"></td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	CLAIMS-MADE ☒ OCCUR		X		CP2624351F	11/20/2024	11/20/2025	<table style="width: 100%;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ Included</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	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	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ Included		\$
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	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				<table style="width: 100%;"> <tr> <td style="width: 80%;">PER STATUTE ☐ OTH-ER ☐</td> <td style="width: 20%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	PER STATUTE ☐ OTH-ER ☐		E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$								
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B	Directors & Officers			EKI3507315	2/23/2024	2/23/2025	<table style="width: 100%;"> <tr> <td style="width: 80%;">Aggregate</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> </table>	Aggregate	\$ 1,000,000														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners
 c/o Cultural Council of Palm Beach County
 601 Lake Avenue
 Lake Worth, FL 33460

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

AUTHORIZED REPRESENTATIVE

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured under written contract(s), written permit(s) or written agreement(s), that require such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- (1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/07/2025,
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **Young Singers of The Palm Beaches, Inc.**
hereinafter referred to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MARKETING DESCRIPTION

- 1.1 **GRANTEE:** Name: Young Singers of The Palm Beaches, Inc.
Address: 701 Okeechobee Blvd.
West Palm Beach, FL 33401
Attention: Melanee Blankstein
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$149,403
- 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 4/15/26
Final report 10/31/26
- 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 7, 2026
- 1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026
- 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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

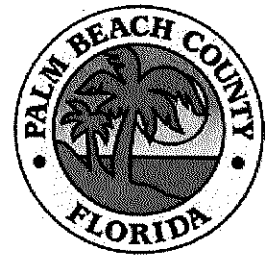
GRANTEE shall submit quarterly, as outlined in **Exhibit "C"**, to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of

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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by:
Emanuel Perry
187F0AC72A3C47E Date: 08/07/2025
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

By: DocuSigned by:
Joan Hutchinson
80A507F8A8C4A5E Date: 7/10/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:

GRANTEE FEDERAL TAX ID #: 300193514

Young Singers of The Palm Beaches, Inc.

By: DocuSigned by:
Melanee Blankstein
54695803225841E

Melanee Blankstein, Executive Director
Name/Title

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

By: ybh Signed by:
Yelizaveta B. Herman
03FF14708510C3E
Yelizaveta B. Herman
County Attorney

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

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

Exhibit A

1. YSPB 2025-2026 Season - Winter Tapestry (December 2025) & American Mosaic (May 2026) - Performed on the Mainstage of the Kravis

2. Young Singers of the Palm Beaches is Palm Beach County's Community Choir for singers in grades 2-12. We rehearse weekly at the Kravis Center and perform on the mainstage of the Kravis and throughout the county,

3. 2025-2026 Kravis Performance Events

- Winter Tapestry December 14, 2025

- American Mosaic - May 10, 2026 -

-Weekly rehearsals - Oct 1, 2025 - September 30, 2026

-Kravis Community Block Party - October 2025

-Ibis Country Club Concert - March 2026

-Wellington Polo Club Concert - December 2025

-Delray Beach Library Holiday Concert - December 2025

-Boca Tree Lighting Holiday Concert - November 2025

-Boynton Beach Holiday Tree Lighting - December 2025

-Palm Beach Opera Children's Chorus - January 2026

-Palm Beach Symphony - May 2026

-Holiday Gift Giving Belle Glade - December 2025

-Annual Talent Show -February 2026

-Musical Theater Intensive - February 2026

-Frost School of Music Honor Choir - October 2025

-Southern Division American Choral Directors Association - March 2026

-Performances at Adult Memory Care Facilities TBD

TOURIST DEVELOPMENT FUND FY2025/2026

Category CII - Cultural Marketing

INCOME/EXPENSE BUDGET

Grantee Name: Young Singer of the Palm Beaches Inc.							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	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	411,320	411,320	150,048	561,368	44.6%	
Personnel: Marketing (50% of allowable)	27,765	28,959	56,724	18,908	75,632	6.0%	
Outside Professional Services: Artistic	18,000	24,500	42,500	70,963	113,463	9.0%	
Outside Professional Services: Marketing/PR	14,000	390	14,390	1,400	15,790	1.3%	
Outside Professional Services: Other	27,378	44,612	71,990	22,000	93,990	7.5%	10,000
Space Rental for Program	48,260	24,961	73,221	8,715	81,936	6.5%	
Rent/Mortgage	N/A	27,082	27,082	-	27,082	2.2%	
Marketing/Advertising	14,000	15,100	29,100	-	29,100	2.3%	
All Other Remaining Operating Expenses	N/A	231,034	231,034	29,907	260,941	20.7%	
TOTAL EXPENSES*	\$ 149,403	\$ 807,958	\$ 957,361	\$ 301,941	\$ 1,259,302	100%	\$ 10,000
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			140,990	-	140,990	11.2%	
Membership Revenue			362,722	-	362,722	28.8%	
Contracted Services Revenue			16,000	-	16,000	1.3%	
Other Revenue			56,000	-	56,000	4.4%	
Corporate Contributions			15,000	-	15,000	1.2%	10,000
Foundation Grants			127,000	35,000	162,000	12.9%	
Other Private Support			36,550	1,000	37,550	3.0%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)			69,450	275,774	345,224	27.4%	
TDC Grant Award Amount	(Matches total of column A above)		149,403		149,403	11.9%	
Grantee Cash-Budget (shortfall)/surplus***			(15,754)	(9,833)	(25,587)	-2.0%	
TOTAL REVENUES*			\$ 957,361	\$ 301,941	\$ 1,259,302	100%	\$ 10,000
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - 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)							

In-Kind Explanation FY25-26

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

Shortfall or Surplus Explanation FY25-26

Grantee Name:	Young Singer of the Palm Beaches Inc.
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "Applicant Cash") that will be used to cover that planned shortfall.	
Shortfall:	
Surplus Explanation:	
If Income/Expense creates a net surplus , please provide a short explanation of the planned use of those surplus funds (listed under "Applicant Cash").	
Surplus:	
2025 Budget: We anticipate a budget suplus this year due to resructuring staff, an increase in grant revenues, as well as enhanced fundraising.	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfilment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 Young Singers of the Palm Beaches
(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.

Melanee M Blankstein
(signature of officer or representative)

Melanee M Blankstein, Executive Dir.
(printed name and title of officer or representative)

✓ State of Florida, County of Palm Beach

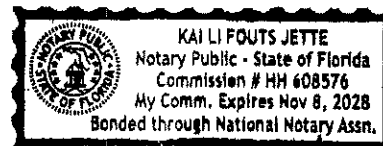
State of , County of

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 19th day of June, by MELANEE M. BLANKSTEIN.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

K. J. Fouts
NOTARY PUBLIC
My Commission Expires: Nov. 8, 2028
State of FLORIDA at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2025

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 Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME:		
	PHONE (A/C, No, Ext): (844) 387-3240 FAX (A/C, No): 312-690-4123 E-MAIL ADDRESS:		
INSURED Young Singers of the Palm Beaches 701 Okeechobee Blvd, West Palm Beach, FL, 33401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Liability Insurance Company		25895
	INSURER B: Federal Insurance Company		20281
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL 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:	Yes		NPP1566487J	6/19/2025	6/19/2026	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse Coverage Occ/Agg \$ 100,000/300,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers Liability			J06814529	3/8/2025	3/8/2026	Occurrence/Aggregate \$1,000,000 / \$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 Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy

CERTIFICATE HOLDER

CANCELLATION

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

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 08/07/2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and **The Lake Worth Playhouse, Inc.** hereinafter referred to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MARKETING DESCRIPTION

- 1.1 **GRANTEE:** Name: The Lake Worth Playhouse, Inc.
Address: 713 Lake Ave
Lake Worth, Fl 33460
Attention: Michael Mckeich
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$133,499
- 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 4/15/26
Final report 10/31/26
- 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 7, 2026
- 1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026
- 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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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

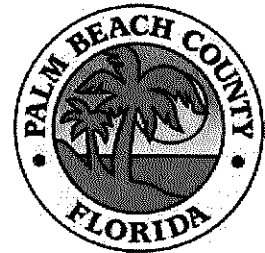
GRANTEE shall submit quarterly, as outlined in **Exhibit "C"**, to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of

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

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

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

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

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

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

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

- 2.12 ASSIGNMENT:** The GRANTEE is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.
- 2.13 INDEPENDENT CONTRACTOR RELATIONSHIP:** The GRANTEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the GRANTEE's sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

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

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

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

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

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

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

- 2.17 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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by:
Emanuel Perry
187F98C7C72E47E Date: 08/07/2025
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

By: DocuSigned by:
Joan Hutchinson
892ABED91551401... Date: 8/7/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION: **GRANTEE FEDERAL TAX ID #:** 59-6138280
The Lake Worth Playhouse, Inc.

By: Signed by:
Michael Mckeich
544414451888455...

Michael Mckeich, President
Name/Title (Print)

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

By: ybh Signed by:
Yelizaveta B. Herman
105F141A031A15E
Yelizaveta B. Herman
County Attorney

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

By: DocuSigned by:
Dave Lawrence
81D17AB1C9124D6...
Dave Lawrence, President and CEO

Exhibit A

I. MAIN STAGE SERIES

*Little Shop of Horrors (Oct 3 - 19, 2025) - Floral assistant Seymour stumbles across a new breed of plant and discovers Audrey II's out of this world origins and intent towards global domination!

*Our Town (Nov 14 – 30, 2025) - The story of a small town, Grover's Corners, New Hampshire, that serves to tell us the story of every town, the whole world over.

*Kiss Me Kate (Jan 16 – Feb 1, 2026) - The battle of the sexes takes center stage as former spouses feud onstage and off during a musical presentation of The Taming of the Shrew.

*Biloxi Blues (Feb 27 – Mar 12, 2026) - At basic training in Biloxi, Mississippi, Eugene is determined to use his army experiences to help his writing career and keeps detailed memoirs about his experiences.

*Matilda (Apr 10 – 26, 2026) - Matilda revels in the anarchy of childhood, the power of imagination and the inspiring story of a girl who dreams of a better life.

*Summer Musical (July 2026)

II. BLACK BOX SERIES

*The Thanksgiving Play (Oct 30 – Nov 9, 2025) - Good intentions collide with absurd assumptions as a troupe of teaching artists scrambles to create a pageant that somehow manages to celebrate both Turkey Day and Native American Heritage Month.

*The Sound Inside (Feb 5 – 15, 2026) - When Bella Baird, an isolated creative writing professor at Yale, begins to mentor a brilliant but enigmatic student named Christopher, the two form an unexpectedly intense bond.

*The Effect (Mar 19 – 29, 2026) - As Connie and Tristan settle into their participation in a clinical drug trial, they begin to fall in love. But how can they be sure it's the real thing and not an exhilarating side effect of the new antidepressant they're taking?

*The How and the Why (Apr 30 – May 10, 2026) - On the eve of a prestigious conference, an up-and-coming evolutionary biologist wrestles for the truth with an established leader in the field.

Exhibit A

III. PLAYHOUSE CONCERT SERIES [Oct 2025 through May 2026] - Broadway standards, Classic Rock, Folk Music and Tribute concerts

IV. RADIO PLAY SERIES

*War of the Worlds (Oct 25 - 26, 2025) - The story centers around a Martian landing in Grovers Mill, New Jersey, where the aliens emerged from cylindrical spacecraft and unleashed deadly heat rays against humans, causing mass chaos and ultimately a futile military response.

*It's A Wonderful Life (Dec 4 – 5, 2025) - The story of George Bailey, a man on the verge of despair who is visited by a guardian angel who shows him what life would be like without him, ultimately reminding him of the positive impact he has had on his community.

*Little Women (May 10, 2026) - A radio play about the March sisters, Meg, Jo, Beth, and Amy, and their experiences during the American Civil War.

V. INDEPENDENT & FOREIGN FILMS - Screenings Oct 25 - Sept 2026

VI. SQUARE 1 PLAYWRIGHT FESTIVAL - Dec 18-19, 2025 & Aug 5–7, 2026

CULTURAL TOURISM DEVELOPMENT FUND

Contract Exhibit B-1

FY 2025/2026

**Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET**

Grantee Name: The Lake Worth Playhouse, Inc.							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	Allocation of Category Grant Funds (Equals Grant)	Other Program Funds (Include program matching funds)	Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]	All Other Organization Operating Income and Expenses	Total Organization Operating Budget [E=C+D]	% of Total	In-Kind Support** (Amount included in "E" total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: <i>Admin/Tech/Artistic</i>	N/A	370,105	370,105		370,105	37.1%	
Personnel: <i>Marketing (50% of allowable)</i>	18,250	19,750	38,000		38,000	3.8%	
Outside Professional Services: <i>Artistic</i>	35,000	90,000	125,000		125,000	12.5%	
Outside Professional Services: <i>Marketing/PR</i>	8,499	7,200	15,699		15,699	1.6%	
Outside Professional Services: <i>Other</i>	-		-		-	-	
Space Rental for Program	-		-		-	-	
Rent/Mortgage	N/A		-		-	-	
Marketing/Advertising	71,750	60,000	131,750		131,750	13.2%	
All Other Remaining Operating Expenses	N/A	284,412	284,412	32,000	316,412	31.7%	
TOTAL EXPENSES*	\$ 133,499	\$ 831,467	\$ 964,966	\$ 32,000	\$ 996,966	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			577,966		577,966	58.0%	
Membership Revenue			1,020		1,020	0.1%	
Contracted Services Revenue			18,926		18,926	1.9%	
Other Revenue			57,340		57,340	5.8%	
Corporate Contributions				32,000	32,000	3.2%	
Foundation Grants			47,719		47,719	4.8%	
Other Private Support			128,496		128,496	12.9%	
Government Grants (Federal)					-	-	
Government Grants (State)					-	-	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		133,499		133,499	13.4%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 964,966	\$ 32,000	\$ 996,966	100%	\$ -
*(if any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - proof \$ -							
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				*Explain sources/uses of Cash shortfall/surplus on B-3 worksheet			

In-Kind Explanation 2025-2026**B-2**

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

Attachment to Exhibit B-1

Shortfall or Surplus Explanation: 2025-2026

B-3

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

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfilment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 The Lake Worth Playhouse, INC.
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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

Michael McKersie
(signature of officer or representative)

Michael W. McKeich, President
(printed name and title of officer or representative)

X State of Florida, County of Palm Beach

 State of , County of

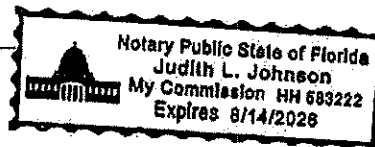
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 6 day of June, 2025, by MICHAEL MCKEICH.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

Darrell L. Johnson
NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires: 8/14/28
State of FL at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2025

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 Lamb Insurance Services 420 Lexington Avenue Suite 2620 New York NY 10170	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 888-740-4770 ext. 7376 FAX (A/C, No): E-MAIL: certificates@lambis.com ADDRESS: INSURER(S) AFFORDING COVERAGE												
INSURED Lake Worth Playhouse Inc 713 LAKE AVE LAKE WORTH FL 33460-3812	License#: PC-1013055 LAKEWOR-01 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: GuideOne Mutual Insurance Comp</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B: USLI</td> <td style="text-align: center;">15032</td> </tr> <tr> <td>INSURER C: GuideOne Specialty Mutual Insu</td> <td style="text-align: center;">25895</td> </tr> <tr> <td>INSURER D:</td> <td style="text-align: center;">14559</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: GuideOne Mutual Insurance Comp	NAIC #	INSURER B: USLI	15032	INSURER C: GuideOne Specialty Mutual Insu	25895	INSURER D:	14559	INSURER E:		INSURER F:	
INSURER A: GuideOne Mutual Insurance Comp	NAIC #												
INSURER B: USLI	15032												
INSURER C: GuideOne Specialty Mutual Insu	25895												
INSURER D:	14559												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 1950096480 **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
C	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		01-0038-100	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			00-1789-497	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C C	Management Liability Professional Liability Abuse & molestation			NPP1570808H 01-0038-100 01-0038-100	7/1/2024 7/1/2025 7/1/2025	7/1/2025 7/1/2026 7/1/2026	\$1M Each Claim \$M Each Incident \$1M Each Incident \$1M Aggregate \$3M Aggregate \$3M Aggregate

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

Accident Policy 7/1/2025-7/01/2026
 Hartford Life and Accident Insurance Company
 POLICY NO: 10-SR-129245
 Maximum Benefit: \$25,000.00

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

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
 c/o Cultural Council of Palm Beach County, Inc
 601 Lake Avenue
 Lake Worth FL 33460

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 9/15/2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and **Centre for the Arts at Mizner Park, Inc. dba Festival of the Arts Boca, dba Schmidt Family Centre for the Arts**, hereinafter referred to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MARKETING DESCRIPTION

1.1 GRANTEE: Name: Centre for the Arts at Mizner Park, Inc., dba Festival of the Arts Boca, dba Schmidt Family Centre for the Arts

1.1

Address: 7700 N Congress Avenue
Ste 1106, Boca Raton, Fl 33487

Attention: Wendy U. Larsen

1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award): \$147,261

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 4/15/26

Final report 10/31/26

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 7, 2026

1.8 GRANT PERIOD: October 1, 2025 through September 30, 2026

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 CULTURALCOUNCIL. The CULTURAL COUNCIL will convey such request to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for approval.

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

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

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

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

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

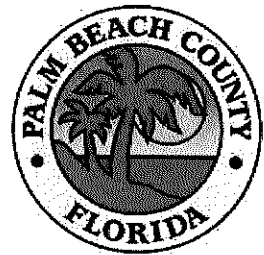
GRANTEE shall submit quarterly, as outlined in **Exhibit "C,"** to the CULTURAL COUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of

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 verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

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

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By: DocuSigned by:
Emanuel Perry 18ZF96C7C13E47E... Date: 9/15/2025
Emanuel Perry, Executive Director
Tourist Development Council

**APPROVED AS TO TERMS
AND CONDITIONS**

By: DocuSigned by:
Joan Hutchinson 812AFED2A155401 Date: 7/15/2025
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:
Centre for the Arts at Mizner Park, Inc.

GRANTEE FEDERAL TAX ID #: 65-0748038

By: DocuSigned by:
Wendy U. Larsen C73C6A8E92A8E...

Wendy U. Larsen, Chairman
Name/Title

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

By: ybh/s/Yelizaveta B. Herman
Yelizaveta B. Herman
County Attorney

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

By: DocuSigned by:
Dave Lawrence 81D1724D1C8124D8
Dave Lawrence, President and CEO

Exhibit A

Festival of the Arts BOCA 2026

February 27 to March 8, 2026 at the MiznerPark Amphitheater, Boca Raton

world-class programming that inspires, educates, and connects audiences with exceptional performances like Grammy award winning trio Time for Three, Postmodern Jukebox, Conrad Tao and Patti LuPone. Our Authors and Ideas series will bring speakers and authors that inspire thought-provoking discussions and proves the Festival demonstrates its unwavering commitment to cultural excellence.

Category CII - Cultural Marketing

EXHIBIT A

**Explain any "In-Kind" amounts listed in Column G on worksheet (tab 2)

***Explain sources/uses of Cash shortfall/surplus on worksheet (tab 3)

In-Kind Explanation FY25-26

Grantee Name:	Centre for the Arts at Mizner Park, Inc.
In declaring any "In-Kind" Revenue, please describe details below:	
Personnel: Admin/Tech/Artistic:	N/A
<i>Neither volunteer hours nor donated salaries are recognized as "In-Kind"</i>	
Personnel: Marketing (50% of allowable):	N/A
<i>Neither volunteer hours nor donated salaries are recognized as "In-Kind"</i>	
Outside Professional Services: Artistic	
Outside Professional Services: Marketing/PR	
Outside Professional Services: Other	
Accounting	
Space Rental for Program:	
Rent/Mortgage:	
Marketing/Advertising:	
Radio, Television, Newspaper and Social Media	
Remaining Operating Expenses:	
Hotels, Food, Transportation	

Shortfall or Surplus Explanation FY25-26

Grantee Name:	Centre for the Arts at Mizner Park, Inc.
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss) , please provide a short explanation of the source of funds (listed under "Applicant Cash") that will be used to cover that planned shortfall.	
Shortfall:	
Surplus Explanation:	
If Income/Expense creates a net surplus , please provide a short explanation of the planned use of those surplus funds (listed under "Applicant Cash").	
Surplus:	
Surplus funds will be used to cover operating costs.	

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfilment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 Centre for the arts at Mizner Park, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Wendy H. Carlson
(signature of officer or representative)

Wendy U. Larsen, Chair
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

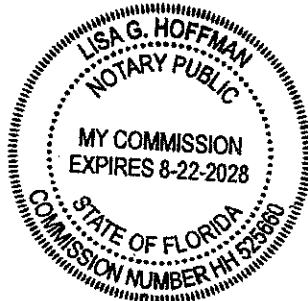
State of _____, County of _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 17th day of June, 2025, by Wanda L. Carson.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

NOTARY PUBLIC
My Commission Expires: 8/22/2028
State of ~~Florida~~ at large



(Notary Seal)



CENTFOR-03

SGARDNER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/4/2024

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

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

PRODUCER Plastridge Insurance Agency 2100 N. Dixie Highway Boca Raton, FL 33431	CONTACT NAME: PHONE (A/C, No, Ext): (561) 395-1433 FAX (A/C, No): (561) 395-4755 E-MAIL ADDRESS: bocadocs@plastridge.com														
INSURED Centre for the Arts at Mizner Park, Inc. 222 Yamato Road Suite 106-137 Boca Raton, FL 33431	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co.	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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 General Aggregate	X		PHPK2608800-014	10/12/2024	10/12/2025	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 ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐			PHPK2608800-014	10/12/2024	10/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2608800-014	10/12/2024	10/12/2025	Prof-Agg 500,000
A	Directors and Office			PHSD1805845-023	8/3/2024	8/3/2025	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners, Tourist Development Council and Cultural Council, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners
 c/o Cultural Council of Palm Beach County
 601 Lake Ave
 Lake Worth, FL 33460

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

 AUTHORIZED REPRESENTATIVE

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY CII
FY2026 GRANT AGREEMENT

This is a Grant Agreement, herein referred to as "Agreement", entered into on 07/28/2025,
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,
hereinafter referred to as "COUNTY"; and **The Chamber Music Society of Palm Beach, Inc.**
hereinafter referred to as "GRANTEE".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MARKETING DESCRIPTION

- 1.1 GRANTEE:** Name: The Chamber Music Society of Palm Beach, Inc.
Address: 340 Royal Poinciana Way, Ste 317-171
Palm Beach, Fl 33480
Attention: Amy Lam
- 1.2 GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$145,120
- 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 4/15/26
Final report 10/31/26
- 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 7, 2026
- 1.8 GRANT PERIOD:** October 1, 2025 through September 30, 2026
- 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, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming

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

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

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

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



Arts. Sciences. History. Community.



Funded by the Tourist Development Council



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

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

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

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

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

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

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

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

- 2.12 ASSIGNMENT:** The GRANTEE is not permitted in any manner to assign its rights or obligations under this Agreement, and any purported assignment will be void.
- 2.13 INDEPENDENT CONTRACTOR RELATIONSHIP:** The GRANTEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the GRANTEE's sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

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

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

- 2.15 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

verified that all of 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, 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 2025-0748 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, 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.

5.6 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 Grantee 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.

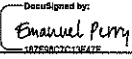
5.7 HUMAN TRAFFICKING AFFIDAVIT: Grantee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Grantee has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

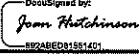
[This space intentionally left blank; signature page follows.]

PALM BEACH COUNTY, FLORIDA:

PALM BEACH COUNTY:

By:  Emanuel Perry Date: 07/28/2025
Emanuel Perry, Executive Director
Tourist Development Council

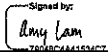
**APPROVED AS TO TERMS
AND CONDITIONS**

By:  Joan Hutchinson Date: 7/10/25
Joan Hutchinson
Contracts & Grants Coordinator
Tourist Development Council

GRANTEE ORGANIZATION:

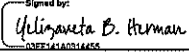
The Chamber Music Society of Palm Beach, Inc.

GRANTEE FEDERAL TAX ID #: 46-1933232

By:  Amy Lam

Amy Lam, Interim Executive Director
Name/Title

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

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

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

By:  Dave Lawrence
Dave Lawrence, President and CEO

Exhibit A

2025/26 Chamber Music Series

1. Joyful Beethoven

11/20/25

Church of Bethesda by-the-Sea

Beethoven's Septet, his first great public success, radiates joy with its luminous melodies and playful spirit while Strauss' Till Eulenspiegel brims with mischief and adventure.

Arnaud Sussmann – Violin

Brian Isaacs – Viola

Nick Canellakis – Cello

And others

2. The Lush Guitar

12/11/25

Norton Museum of Art

Experience the magic of guitar and string quartet, an exquisite pairing that spans centuries and continents. Grammy-winning guitarist Jason Vieaux leads this program of vibrant storytelling through music, featuring the refined elegance of Haydn, the fiery virtuosity of Paganini, and the Spanish passion of Boccherini's Fandango.

Jason Vieaux – Guitar

And others

Exhibit A

3. Golden Baroque

1/22/26

Church of Bethesda by-the-Sea

Step into the world of Baroque splendor, where the flute reigns supreme. This program brings to life the elegance and vitality of the 18th century, featuring the intricate counterpoint of Telemann's Parisian Quartet, the courtly grace of Couperin and Purcell, and the elemental drama of Rebel's Les Éléments.

Ken Weiss – Harpsichord

Sooyun Kim – Flute

And others

4. Rhapsody in Blue

2/5/26

Kravis Center

This program brings the Jazz Age to life, pairing Gershwin's electrifying score with Milhaud's La Création du Monde, Prokofiev's Overture on Hebrew Themes, and the fiery brilliance of Ravel's Tzigane.

Orion Weiss – Piano

Jose Franch-Ballester – Clarinet

Ben Beilman – Violin

And others

Exhibit A

5. Charm and Reflection: Mozart and Dvořák

2/26/26

Kravis Center

Renowned cellist Gary Hoffman joins an extraordinary ensemble for an evening of chamber music at its most intimate and expressive. Mozart's Duo sparkles with classical refinement, while Dvořák's Piano Quartet surges with emotion and folk-inspired vitality.

Gary Hoffman – Cello

Chloe Mun – Piano

And others

6. Fire & Form: The Ehnes String Quartet

3/18/26

Church of Bethesda by-the-Sea

The Ehnes String Quartet, joined by Arnaud Sussmann, delivers a program that blends structure and passion. Beethoven's string quartet exemplifies balance and beauty, while Schubert's Rondo offers effortless lyricism.

James Ehnes – Violin

Amy Schwartz Moretti – Violin

And others

Exhibit A

7. Double Forte: Two Pianos

4/9/26

Kravis Center, Rinker Playhouse

This exhilarating program unleashes the full power of the keyboard, on two pianos, from Bach's towering Passacaglia and Mozart's masterful Fugue, to the jazz-infused energy of Gershwin's An American in Paris and the sweeping drama of Rachmaninoff's Symphonic Dances.

Wu Qian and Juho Pohjonen – Piano

8. Carnival of the Animals

4/23/26

Norton Museum of Art

A whimsical yet thought-provoking musical journey, where Saint-Saëns' beloved Carnival of the Animals meets a modern reflection—Michael Stephen Brown's Magical Carnival

Kristin Lee – Violin

Paul Neubauer – Viola

Orion Weiss – Piano

Michael Brown – Piano

And others

CULTURAL TOURISM DEVELOPMENT FUND

FY 2025/2026

**Category CII - Cultural Marketing
INCOME/EXPENSE BUDGET**

Grantee Name: The Chamber Music Society of Palm Beach, Inc.							
Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	Allocation of Category Grant Funds (Equals Grant)	Other Program Funds (Include program matching funds)	Total Program Budget (ALL Exhibit A Income/ Expense) [C= A + B]	All Other Organization Operating Income and Expenses	Total Organization Operating Budget [E=C+D]	% of Total	In-Kind Support** (Amount included in "E" total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: <i>Admin/Tech/Artistic</i>	N/A	332,000	332,000	170,000	502,000	30.7%	
Personnel: <i>Marketing (50% of allowable)</i>			-		-	-	
Outside Professional Services: <i>Artistic</i>	75,000	106,500	181,500	81,000	262,500	16.0%	
Outside Professional Services: <i>Marketing/PR</i>	50,120	60,000	110,120	10,000	120,120	7.3%	
Outside Professional Services: <i>Other</i>		46,100	46,100	2,300	48,400	3.0%	
Space Rental for Program	20,000	20,000	40,000	10,000	50,000	3.1%	
Rent/Mortgage	N/A	60,000	60,000	35,000	95,000	5.8%	
Marketing/Advertising		82,500	82,500	38,500	121,000	7.4%	
All Other Remaining Operating Expenses	N/A	285,000	285,000	152,300	437,300	26.7%	
TOTAL EXPENSES*	\$ 145,120	\$ 992,100	\$ 1,137,220	\$ 499,100	\$ 1,636,320	100%	\$ -
*(Total Expenses in each column above must equal Total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			156,232	80,000	236,232	14.4%	
Membership Revenue			182,000	54,600	236,600	14.5%	
Contracted Services Revenue				135,000	135,000	8.3%	
Other Revenue					-	-	
Corporate Contributions			25,000	15,000	40,000	2.4%	
Foundation Grants			143,000	61,000	204,000	12.5%	
Other Private Support			442,868	153,500	596,368	36.4%	
Government Grants (Federal)					-	-	
Government Grants (State)			43,000		43,000	2.6%	
Government Grants (Local)					-	-	
TDC Grant Award Amount	(Matches total of column A above)		145,120		145,120	8.9%	
Grantee Cash-Budget shortfall/(surplus)***					-	-	
TOTAL REVENUES*			\$ 1,137,220	\$ 499,100	\$ 1,636,320	100%	\$ -
*(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - proof \$ -							
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				*Explain sources/uses of Cash shortfall/surplus on B-3 worksheet			

In-Kind Explanation 2025-2026

B-2

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

Shortfall or Surplus Explanation: 2025-2026

B-3

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

Exhibit C

Cultural Marketing, Category CII

Allowable Expenses

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

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

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising ,galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable.
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfilment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- 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

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 Chamber Music Society of Palm Beach
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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

[Signature]
(signature of officer or representative)

Ahmad Mayes, Exec. Director
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

X State of FL, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 25 day of June, 2025, by Ahmad Mayes, Ex. Dir.

Personally known ☐ OR produced identification ☒.

Type of identification produced Driver License

[Signature]
NOTARY PUBLIC

My Commission Expires: 09/13/2026

State of FL at large



ASHLEY A. DeFRANCISCO
Notary Public, State of Florida
Commission # HH 676315
Expires Sept 13, 2026

(Notary Seal)



CHAMMUS-01

MKRISHNA2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

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 Commercial Lines Alliant Insurance Services 331 Newman Springs Rd Ste 314 Red Bank, NJ 07701	CONTACT Ivette Aponte NAME:	
	PHONE (A/C, No, Ext): (732) 588-1177	FAX (A/C, No):
INSURED CHAMBER MUSIC SOCIETY OF PALM BEACH 3474 South Ocean to 3440 South Ocean, Unit N108 Palm Beach, FL 33480	E-MAIL Address: ivette.aponte@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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:	X	PHPK2580466-010	8/24/2025	8/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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, the Cultural Council of Palm Beach County, and the Palm Beach County Tourist Development Council are named as additional insured where the above box is checked per attached endorsement on the General Liability when required by written contract, fully executed prior to the Named Insured's Work.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Palm Beach Board of County Commissioners

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.