

Agenda Item #: 3 ~~EE~~-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2026 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

I. EXECUTIVE BRIEF

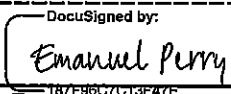
Motion and Title: Staff recommends motion to approve: a retroactive Fourth Amendment (Amendment) to the Agreement (R2022-1017) with the Cultural Council of Palm Beach County, Inc. (Cultural Council), for the provision of services under the County's Tourist Development Plan for a total amount of \$22,114,143 during the period of October 1, 2026, through September 30, 2027.

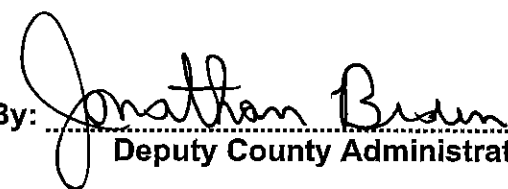
Summary: The Amendment replaces Section 29 – specifying that auto liability insurance may be covered as an endorsement under general liability, for hired non-owned vehicles, but this endorsement must be provided with certificate of insurance, changing the fidelity bond from one million dollars to five million dollars, and allowing for the purchase of a crime policy rather than a fidelity bond, and Section 37 – Preservation of Records, updating the requirement from three (3) years to five (5) years, and adds Section 38 – Digital Accessibility Compliance. The Amendment also updates Fiscal Year (FY) 2027: 1) Exhibit A – Annual Budget for an amount not to exceed \$5,299,149 in contractual services, \$5,544,108 in CAT B Grants, \$1,606,649 in CII Grants, \$710,062 in County Direct, and \$8,954,175 in reserves, for a total of \$22,114,143; 2) Exhibit E - Performance Measures; 3) Exhibit H – Organization Chart; 4) Exhibit J – Insurance; and 5) Exhibit M – Overhead. The Tourist Development Council recommends approval of the Fourth Amendment. **Countywide (YBH)**

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

Attachment:

1. Fourth Amendment with Exhibits A, E, H, J, and M (2)

Recommended By: ybh  ☐ E Date: 9/4/2026
Department
Director

Approved By:  Date: 9/16/2026
Deputy County Administrator

II. FISCALIMPACT ANALYSIS

A. Five Year Summary ofFiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	\$22,114,143	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$22,114,143	TBD	TBD	TBD	TBD
#ADDITIONAL FTE POSITIONS (Cumulative)					

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

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

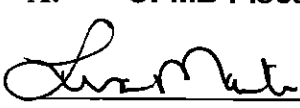
B. Recommended Sources ofFunds/Summary of Fiscal Impact:
Local Option Bed Tax.

C. Department Fiscal Review:

Signed by:
Vannette Youyouze
1504F421FF2B459...

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 9/9/2026 AH 9/9
OFMB
 9/14/26
Contract Dev. and Control 26 9.14.26

B. Approved as to form and Legal Sufficiency:

 9/15/20
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

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

THIS FOURTH AMENDMENT (Amendment) is made and entered into this day of ~~July~~ ^{October}, 2026, to the Agreement dated September 13, 2022 (Agreement) (R2022-1017), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Cultural Council of Palm Beach County, Inc. (CULTURAL COUNCIL) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and the CULTURAL COUNCIL entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1354), August 20, 2024 (R2024- 0993), and October 7, 2025 (R2025-1418), whereby CULTURAL COUNCIL develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

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

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

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

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

- 1. The above recitations are true and correct and incorporated herein.
- 2. Section 29 is deleted in its entirety and replaced as follows:

29. Insurance. The CULTURAL COUNCIL shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Commercial General Liability policy shall be endorsed to include “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional

Insured. A copy of the endorsement shall be provided to COUNTY upon request.

The CULTURAL COUNCIL shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certifications shall name the COUNTY as an additional insured and clearly indicate that the CULTURAL COUNCIL has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph and to the extent allowed by the insurer, no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CULTURAL COUNCIL of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. The CULTURAL COUNCIL shall maintain during the life of this Agreement, comprehensive general liability insurance, including contractual liability insurance, employee fidelity insurance, in an amount no less than \$1,000,000.00 per occurrence to protect the CULTURAL COUNCIL from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the CULTURAL COUNCIL or by anyone directly employed by or contracting with the CULTURAL COUNCIL.

C. Comprehensive Automobile Liability Insurance. The CULTURAL COUNCIL shall maintain, during the life of this Agreement, and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury, and property damage liability to protect the CULTURAL COUNCIL from claims for damages, for property and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by the CULTURAL COUNCIL or by anyone directly or indirectly employed or retained by the CULTURAL COUNCIL. Auto Liability insurance may be covered as an endorsement under General Liability, for hired non-owned vehicles, but this endorsement must be provided with the Certificate of Insurance.

D. Worker's Compensation Insurance. The CULTURAL COUNCIL shall maintain during the life of this Agreement, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Florida Statute 440.

E. Fidelity Bond. The CULTURAL COUNCIL shall maintain during the life of the Agreement, a Third-Party Commercial Fidelity Bond in the amount of Five Million Dollars (\$5,000,000) written on a blanket basis covering all officers, directors,

employees and agents who have custody of or access to any revenues, monies, or finances. Such bonds shall include or be endorsed to cover "third party" liability and include a third- party beneficiary (loss payee) endorsement in favor of the COUNTY. In lieu of Fidelity Bond, the CULTURAL COUNCIL may secure a Crime Policy with COUNTY named as Additional Insured or Loss Payee.

3. Section 37 is deleted in its entirety and replaced as follows:

37. Preservation of Records. The CULTURAL COUNCIL shall maintain and preserve the records, books, documents, papers and financial information pertaining to the work performed under this Agreement. The CULTURAL COUNCIL agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of five (5) years after final payment under this Agreement or until the expiration of five (5) years after the termination of this Agreement, whichever occurs last, shall have access to and the right to examine any pertinent books, documents, papers and records of the CULTURAL COUNCIL. In the event that such audit is in progress at the expiration of the aforementioned five (5) year period, access to and the right to examine will continue until completion of such audit.

4. Section 38 is added to the Agreement as follows:

38. Digital Accessibility Compliance. CULTURAL COUNCIL acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. CULTURAL COUNCIL represents and warrants that all websites, web- based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

CULTURAL COUNCIL shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, CULTURAL COUNCIL shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, CULTURAL COUNCIL shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a time frame specified by the COUNTY. CULTURAL COUNCIL shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided. Failure to comply with this subsection shall constitute a material breach of this Contract.

5. Exhibits "A", "E", "H", "J" and "M" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "E" (Performance Measures), Exhibit "H" (Organizational Chart), Exhibit "J" (Certificate of Insurance), and Exhibit "M" (Overhead Allocation) all attached hereto and made a part hereof.
6. This Amendment shall become retroactive to October 1, 2026 when executed by the parties hereto..
7. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

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

ATTEST

SHANNON RAMSEY-CHESSMAN
CLERK AD INTERIM OF THE
CIRCUIT COURT & COMPTROLLER
PALM BEACH COUNTY

PALM BEACH COUNTY, FLORIDA
a political subdivision of the State of Florida

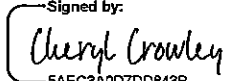
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.

By:

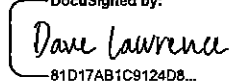
Signed by:


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Cheryl K. Crowley, Chair

By:

DocuSigned by:

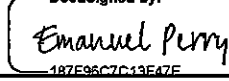

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David B. Lawrence, President and CEO

APPROVED AS TO TERMS AND CONDITIONS

By:

DocuSigned by:


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Emanuel J. Perry, Executive Director
Tourist Development Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Yelizaveta Herman
Assistant County Attorney

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

Cultural Council FY27 Contract	Actual FY24	Actual FY25	Adopted Budget FY 2026	Modified Budget FY 2026	Forecast FY 2026	Budget FY 2027
Total Cultural Council Contract Expenses	\$ 2,622,144	\$ 4,826,200	\$ 5,144,805	\$ 5,144,805	\$ 5,144,805	\$ 5,299,149
Marketing Stimulus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 317,390	\$ 371,563	\$ 712,732	\$ 712,732	\$ 719,296	\$ 710,062
CAT B Grants	\$ 5,442,380	\$ 5,173,436	\$ 5,544,108	\$ 5,544,108	\$ 5,544,108	\$ 5,544,108
CII Grants	\$ 1,585,397	\$ 1,591,131	\$ 1,606,649	\$ 1,606,649	\$ 1,606,649	\$ 1,606,649
Beach Payback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects Payback	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ -
Total Cultural Council Expenses	\$ 9,967,311	\$ 11,962,330	\$ 13,508,294	\$ 13,508,294	\$ 13,514,858	\$ 13,159,968
Reserves	\$ 7,789,972	\$ 9,431,424	\$ 6,429,262	\$ 7,808,605	\$ 9,346,130	\$ 8,954,175
Total Cultural Council Expense Budget	\$ 17,757,283	\$ 21,393,754	\$ 19,937,556	\$ 21,316,899	\$ 22,860,988	\$ 22,114,143

Palm Beach County

Cultural Council of Palm Beach County, Inc.

Exhibit A Annual Budget Continued

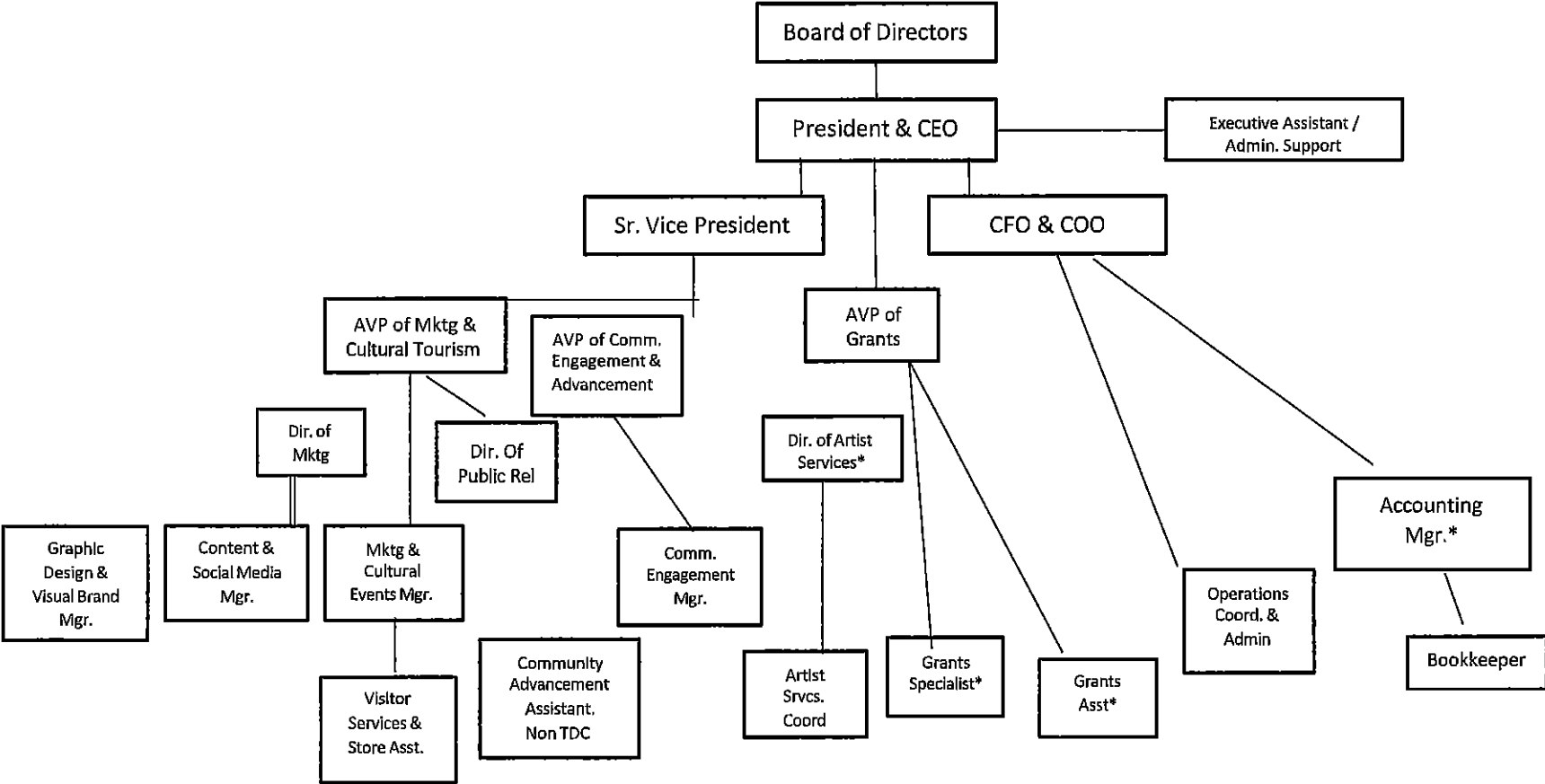
Department	Actual FY 2024	Actual 2025	Adopted Budget 2026	Modified Budget 2026	Forecast FY 2026	Proposed FY 2027
<u>Salaries & Related</u>						
Salary and Wages	1,054,673	1,230,576	1,705,661	1,705,661	1,680,661	1,791,161
PR Taxes	80,341	91,537	133,778	133,778	131,778	110,785
Benefits	155,919	189,297	397,326	397,326	372,326	480,601
Total Staffing	1,290,933	1,511,409	2,236,765	2,236,765	2,184,765	2,382,547
<u>Marketing and Related</u>						
Advertising	2,586,920	2,493,493	1,180,000	1,180,000	1,180,000	875,000
Agency Services/Web Design	38,156	53,446	80,000	80,000	80,000	100,000
Advocacy			45,000	45,000	45,000	75,125
Professional Development			140,000	140,000	140,000	3,900
Sponsorships/Out of Mkt Activations			445,000	445,000	445,000	378,000
Artist services			78,000	78,000	78,000	195,788
Events/Activations/Exhibitions	148,788	181,415	265,000	265,000	265,000	498,000
Freight & Delivery		26,160				
Postage	2,835	3,178	3,620	3,620	3,620	1,000
Printing & Publications	79,746	30,263	95,500	95,500	95,500	127,495
Surveys & Studies	28,882					
Travel & Meetings	19,075	21,378	34,000	34,000	34,000	81,708
Public Relations	215,846	200,144	70,000	70,000	70,000	79,000
Community Engagement	13,041	21,526	150,000	150,000	150,000	100,000
Total Marketing & Related	3,133,289	3,031,004	2,586,120	2,586,120	2,586,120	2,880,775
<u>General & Administrative</u>						
Equipment Rental	4,279	4,146	6,500	6,500	6,500	6,800
Membership & Subscriptions	41,349	40,072	41,000	41,000	41,000	9,300
Outside Professional Services	44,548	42,413	60,000	60,000	60,000	60,000
Software subscriptions/updates	6,003	6,329	30,619	30,619	30,619	27,300
Supplies	6,210	4,845	13,000	13,000	13,000	31,500
Equipment	7,474	46,286	10,000	10,000	60,000	81,000
IT Service	10,154	14,657	16,800	16,800	16,800	16,800
Telephone/Internet	7,602	7,172	11,000	11,000	11,000	11,000
Insurance	26,811	29,550	48,000	48,000	48,000	48,000
Other Office Expense	5,353	13,316	10,000	10,000	10,000	10,000
Building Overhead	75,000	75,000	75,000	75,000	75,000	75,000
Total General & Administrative	234,783	283,787	321,919	321,919	371,519	285,102
Total TDC Contract Expense	4,659,005	4,826,200	5,144,804	5,144,804	5,142,804	5,299,149
<u>County Direct</u>						
Category B Grants	5,442,380	5,173,436	5,544,108	5,544,108	5,544,108	5,544,108
Category C II Grants	1,585,397	1,591,131	1,606,649	1,606,649	1,606,649	1,606,649
TDC Chargeoff	124,598	161,965	507,490	507,490	507,491	161,859
Transfer out Special Projects			500,000	500,000	500,000	
Inspector General Fee	14,768	17,461	21,792	21,792	21,792	18,431
Tax Collector Fees	178,024	192,138	183,450	183,450	186,013	197,240
Total County Direct	7,345,167	7,136,131	8,363,489	8,363,489	8,370,053	7,860,319
<u>Total Expense</u>	12,004,172	11,962,331	13,508,293	13,508,293	13,512,857	13,489,363
<u>Reserves</u>	8,141,289	9,431,424	6,429,263	7,808,605	9,348,132	8,551,175
Total Cultural Council	20,145,461	21,393,755	19,937,556	21,316,898	22,860,989	22,040,538

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

OBJECTIVES & PERFORMANCE MEASURES			
	Actual FY25	Goal FY26	Goal FY27
Support Palm Beach County's tourism marketing program by serving as expert and advocate to the arts and cultural sector, and stewarding funds and strategies that attract key audiences.			
Number of non-resident audiences reported by Cat. B/CII grants (out-of-county)	862,922	1,034,602	1,034,602
Number of resident audiences reported by Cat. B/CII grants (in-county)	2,204,022	2,610,082	2,610,082
Number of total audiences reported by Cat. CI grants	N/	N/	75,000
Number of total audiences reported by Bright Idea Sponsorships	N/	N/	125,000
Total number of cultural audiences (all grantees/sponsorships)	3,066,94	3,644,68	3,844,68
Direct room nights for artists/creative professionals employed by Cat. B/CII grantees	15,059	19,332	19,332
Number of cultural events promoted on online Events Calendar	N/	2,500	2,500
Partner referrals (clicks to organizations, artists, or tourism agencies)	103,226	50,000	45,000
Advertising Impressions	N/	25,000,00	50,000,00
Number of email subscribers	68,335	74,00	77,00
Distribution of cultural tourism collateral materials (in-market/out-of-market)	N/	150,000	160,000
Create unique cultural tourism opportunities to help brand the destination and drive visitation.			
Number of audiences at cultural organizations participating in MOSAIC (Month of Shows, Art, Ideas, & Culture)	N/	250,000	250,000
Number of attendees at Palm Beach County Open Studios	N/	5,000	5,000
Number of Palm Beach County artists or organizations that participated in in-market/out-of-market activations	N/	17	17
Number of sponsorship/partnerships with events that support artists or diverse communities	N/	2	3
Build programs that support the health and growth of the sector so that the arts continue to shine and demonstrate Palm Beach County is Florida's Cultural Capital.			
Number of participants in professional development/training programs (grant training, Institute for Cultural Advancement, Arts Administrators Fellowship, Emerging Artists, Thoughtful Review)	N/A	95	95
Number of artists in the online Artist Directory	N/A	75	80
Total number of audiences for Arts in My Backyard program connecting artists and cultural organizations to underrepresented communities	N/A	30	30
Number of sessions to online Job Bank	N/A	4,00	6,000
Number of staff site visits, studio visits, and attendance at cultural events	N/A	50	60
Promote the Robert M. Montgomery, Jr. building as a cultural destination and informational hub for the county.			
Visitors to the Cultural Council	6,010	7,00	7,00
Percentage of out-of-county visitors annually	N/A	25	25
Number of artists represented in the building (exhibitions, store, musical performances)	N/	20	27



EXHIBIT H



*Title change pending, FY 27

March 10, 2026

Cultural Council of Palm Beach County Exhibit M Overhead Allocation to County				FTE	total	County Square	
FYE 2027				%	sq footage	footage	
<u>Staff space</u>							
DL	1	CEO		80%	180	144.0	
JS	2	SVP		100%	150	150.0	
VJ	3	Associate Vice President of Grants		100%	115	115.0	
JC	4	Grants Assistant		100%	46	46.0	
DC	5	Grants Compliance Specialist		100%	46	46.0	
LP	6	AVP Marketing & Cultural Tourism		100%	115	115.0	
NM	7	Director of Marketing		100%	115	115.0	
RS	8	Director of Communication		100%	46	46.0	
JM	9	Content and Social Media Manager		100%	46	46.0	
DC	10	Special Events and Programs Manager		100%	59	59.0	
KS	11	Graphic Design and Visual Brand Manager		100%	46	46.0	
AA	12	AVP of Community Engagement and Advancement		100%	115	115.0	
MA	13	Community Engagement Manager		100%	46	46.0	
JR	14	Director of Artist Services		100%	115	115.0	
JC	15	Artist services assistant		100%	46	46.0	
LR	16	Community Advancement assistant		0%	46	0.0	
KA	17	CFO		100%	128	128.0	
PT	18	Accounting Manager		100%	70	70.0	
GR	19	Bookkeeper		100%	70	70.0	
HH	20	Ops Coordinator		100%	46	46.0	
PN	21	Visitor Services Asst.		100%		0.0	
NB	22	Executive Assistant		100%	46	46.0	
mezz	23	IT room		100%	48	48.0	
NB area	24	Office supply storage		100%	30	30.0	
Mkt area	25	Intern/marketing supply storage		100%	46	46.0	
Designated square footage					1,816	1,734.00	95.48%
Common areas					3,015	2,878.86	95.48%
Total square footage 2nd floor & mezzanine					4,831	4,612.86	95.48% allocated %
Storage 3rd floor					842	803.98	95.48% apply % archived grants, marketing and contract relmb files, finance files
First floor space					6,848	6,538.78	95.48% Lobby, Info center, training room for grantees, galleries
Total square footage					12,521	11,955.62	95.48%
Estimated CAM						\$ 110,000.00	not including capital reserves for deferred maintenance; current depreciation rate approx \$100k/yr
County %						X 95.48%	
Budget Potential						\$ 105,033	
Monthly Invoice to County Potential						\$ 8,753	
Overhead Allocation Allowed per Contract						\$ 105,033	
Budget as per Exhibit A line item						\$ 75,000	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2026

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	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Carolyn Haggerty-Taylor</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 262-478-1000</td> <td>FAX (A/C, No): 262-478-1001</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: chtaylor@gendelman.com</td> </tr> </table>	CONTACT NAME: Carolyn Haggerty-Taylor		PHONE (A/C, No. Ext): 262-478-1000	FAX (A/C, No): 262-478-1001	E-MAIL ADDRESS: chtaylor@gendelman.com									
CONTACT NAME: Carolyn Haggerty-Taylor															
PHONE (A/C, No. Ext): 262-478-1000	FAX (A/C, No): 262-478-1001														
E-MAIL ADDRESS: chtaylor@gendelman.com															
INSURED Cultural Council Of Palm Beach & County Inc. 601 Lake Ave Lake Worth Beach FL 33460	<table border="1"> <tr> <th data-bbox="795 373 1341 381">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1341 373 1503 381">NAIC #</th> </tr> <tr> <td data-bbox="795 381 1341 392">INSURER A : Philadelphia Indemnity Ins Co</td> <td data-bbox="1341 381 1503 392">18058</td> </tr> <tr> <td data-bbox="795 392 1341 400">INSURER B : Transportation Ins. Co.</td> <td data-bbox="1341 392 1503 400">20494</td> </tr> <tr> <td data-bbox="795 400 1341 411">INSURER C : Travelers Casualty & Surety</td> <td data-bbox="1341 400 1503 411"></td> </tr> <tr> <td data-bbox="795 411 1341 419">INSURER D :</td> <td data-bbox="1341 411 1503 419"></td> </tr> <tr> <td data-bbox="795 419 1341 430">INSURER E :</td> <td data-bbox="1341 419 1503 430"></td> </tr> <tr> <td data-bbox="795 430 1341 438">INSURER F :</td> <td data-bbox="1341 430 1503 438"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins Co	18058	INSURER B : Transportation Ins. Co.	20494	INSURER C : Travelers Casualty & Surety		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 253688766

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			Y		PHPK2606424014	10/1/2026	10/1/2027	EACH OCCURRENCE		\$ 1,000,000		
	☐	CLAIMS-MADE	☒	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 100,000		
	☐									MED EXP (Any one person)		\$ 5,000		
	☐									PERSONAL & ADV INJURY		\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE		\$ 3,000,000		
	☒	POLICY	☐	PRO-JECT						☐	LOC	PRODUCTS - COMP/OP AGG		\$ 3,000,000
	OTHER:											\$		
A	AUTOMOBILE LIABILITY					PHPK2606424014	10/1/2026	10/1/2027	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000			
	☐	ANY AUTO							BODILY INJURY (Per person)		\$			
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS					BODILY INJURY (Per accident)		\$			
	☒	HIRED AUTOS ONLY	☒	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)		\$			
	☐										\$			
	☐										\$			
A	☒	UMBRELLA LIAB		☐	OCCUR	Y	PHUB882896010	10/1/2026	10/1/2027	EACH OCCURRENCE		\$ 5,000,000		
	☐	EXCESS LIAB		☒	CLAIMS-MADE					AGGREGATE		\$ 5,000,000		
	☐	DED	☒	RETENTION \$	10,000							\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y / N	N / A	WC434648557	10/1/2026	10/1/2027	☒	PER STATUTE	☐	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT				\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000
										E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
C	D&O / Crime						105680141	10/1/2025	10/1/2028	D&O Liability Crime		3,000,000 1,000,000*		

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

*Directors & Officers Liability Limit - \$3,000,000 / \$2,500 Retention

Fidelity (Crime) Limit - \$1,000,000 / \$10,000 Retention; Except \$5,000,000 limit / \$25,000 Retention for Employee Theft of Client Property

See Attached...

CERTIFICATE HOLDER

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

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

Bruce Gendelman

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bruce Gendelman Co., Inc.		NAMED INSURED Cultural Council Of Palm Beach & County Inc. 601 Lake Ave Lake Worth Beach FL 33460
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

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents is included as Additional Insured on Commercial General Liability when required by written contract or agreement.

Palm Beach County Board of County Commissioners is listed as Joint Loss Payee on the Crime Policy.

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

THIS FOURTH AMENDMENT (Amendment) is made and entered into this day of 14 October, 2026, to the Agreement dated September 13, 2022 (Agreement) (R2022-1017), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Cultural Council of Palm Beach County, Inc. (CULTURAL COUNCIL) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and the CULTURAL COUNCIL entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1354), August 20, 2024 (R2024- 0993), and October 7, 2025 (R2025-1418), whereby CULTURAL COUNCIL develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

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

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

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

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

- 1. The above recitations are true and correct and incorporated herein.
- 2. Section 29 is deleted in its entirety and replaced as follows:

29. Insurance. The CULTURAL COUNCIL shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Commercial General Liability policy shall be endorsed to include “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional

Insured. A copy of the endorsement shall be provided to COUNTY upon request.

The CULTURAL COUNCIL shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certifications shall name the COUNTY as an additional insured and clearly indicate that the CULTURAL COUNCIL has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph and to the extent allowed by the insurer, no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CULTURAL COUNCIL of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. The CULTURAL COUNCIL shall maintain during the life of this Agreement, comprehensive general liability insurance, including contractual liability insurance, employee fidelity insurance, in an amount no less than \$1,000,000.00 per occurrence to protect the CULTURAL COUNCIL from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the CULTURAL COUNCIL or by anyone directly employed by or contracting with the CULTURAL COUNCIL.

C. Comprehensive Automobile Liability Insurance. The CULTURAL COUNCIL shall maintain, during the life of this Agreement, and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury, and property damage liability to protect the CULTURAL COUNCIL from claims for damages, for property and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by the CULTURAL COUNCIL or by anyone directly or indirectly employed or retained by the CULTURAL COUNCIL. Auto Liability insurance may be covered as an endorsement under General Liability, for hired non-owned vehicles, but this endorsement must be provided with the Certificate of Insurance.

D. Worker's Compensation Insurance. The CULTURAL COUNCIL shall maintain during the life of this Agreement, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Florida Statute 440.

E. Fidelity Bond. The CULTURAL COUNCIL shall maintain during the life of the Agreement, a Third-Party Commercial Fidelity Bond in the amount of Five Million Dollars (\$5,000,000) written on a blanket basis covering all officers, directors,

employees and agents who have custody of or access to any revenues, monies, or finances. Such bonds shall include or be endorsed to cover "third party" liability and include a third- party beneficiary (loss payee) endorsement in favor of the COUNTY. In lieu of Fidelity Bond, the CULTURAL COUNCIL may secure a Crime Policy with COUNTY named as Additional Insured or Loss Payee.

3. Section 37 is deleted in its entirety and replaced as follows:

37. Preservation of Records. The CULTURAL COUNCIL shall maintain and preserve the records, books, documents, papers and financial information pertaining to the work performed under this Agreement. The CULTURAL COUNCIL agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of five (5) years after final payment under this Agreement or until the expiration of five (5) years after the termination of this Agreement, whichever occurs last, shall have access to and the right to examine any pertinent books, documents, papers and records of the CULTURAL COUNCIL. In the event that such audit is in progress at the expiration of the aforementioned five (5) year period, access to and the right to examine will continue until completion of such audit.

4. Section 38 is added to the Agreement as follows:

38. Digital Accessibility Compliance. CULTURAL COUNCIL acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. CULTURAL COUNCIL represents and warrants that all websites, web- based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

CULTURAL COUNCIL shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, CULTURAL COUNCIL shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, CULTURAL COUNCIL shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a time frame specified by the COUNTY. CULTURAL COUNCIL shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided. Failure to comply with this subsection shall constitute a material breach of this Contract.

- 5. Exhibits “A, “E”, “H”, “J” and “M” of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit “A” (Annual Budget), Exhibit “E” (Performance Measures), Exhibit “H” (Organizational Chart), Exhibit “J” (Certificate of Insurance), and Exhibit “M” (Overhead Allocation) all attached hereto and made a part hereof.
- 6. This Amendment shall become retroactive to October 1, 2026 when executed by the parties hereto..
- 7. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

REMAINDER OFFPAGE LEFT BLANK INTENTIONALLY

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

ATTEST

SHANNON RAMSEY-CHESSMAN
CLERK AD INTERIM OF THE
CIRCUIT COURT & COMPTROLLER
PALM BEACH COUNTY

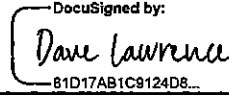
PALM BEACH COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.

By:  _____
Cheryl K. Crowley, Chair

By:  _____
David B. Lawrence, President and CEO

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
Emanuel J. Perry, Executive Director
Tourist Development Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Yelizaveta Herman
Assistant County Attorney

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

Cultural Council FY27 Contract	Actual FY24	Actual FY25	Adopted Budget FY 2026	Modified Budget FY 2026	Forecast FY 2026	Budget FY 2027
Total Cultural Council Contract Expenses	\$ 2,622,144	\$ 4,826,200	\$ 5,144,805	\$ 5,144,805	\$ 5,144,805	\$ 5,299,149
Marketing Stimulus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 317,390	\$ 371,563	\$ 712,732	\$ 712,732	\$ 719,296	\$ 710,062
CAT B Grants	\$ 5,442,380	\$ 5,173,436	\$ 5,544,108	\$ 5,544,108	\$ 5,544,108	\$ 5,544,108
CII Grants	\$ 1,585,397	\$ 1,591,131	\$ 1,606,649	\$ 1,606,649	\$ 1,606,649	\$ 1,606,649
Beach Payback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects Payback	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ -
Total Cultural Council Expenses	\$ 9,967,311	\$ 11,962,330	\$ 13,508,294	\$ 13,508,294	\$ 13,514,858	\$ 13,159,968
Reserves	\$ 7,789,972	\$ 9,431,424	\$ 6,429,262	\$ 7,808,605	\$ 9,346,130	\$ 8,954,175
Total Cultural Council Expense Budget	\$ 17,757,283	\$ 21,393,754	\$ 19,937,556	\$ 21,316,899	\$ 22,860,988	\$ 22,114,143

Palm Beach County

Cultural Council of Palm Beach County, Inc.

Exhibit A Annual Budget Continued

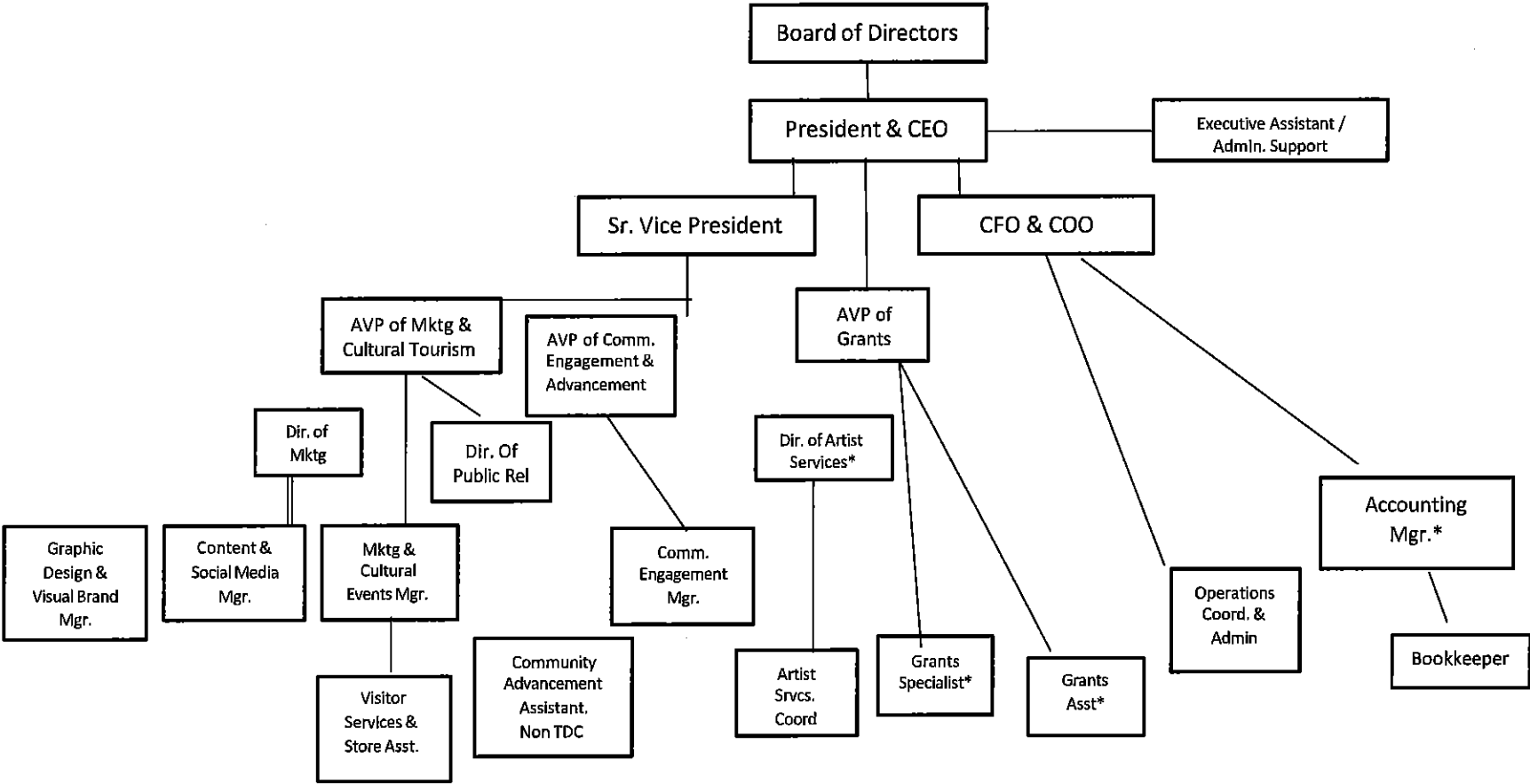
Department	Actual FY 2024	Actual 2025	Adopted Budget 2026	Modified Budget 2026	1503665 FY 2026	2025 2026
Salaries & Related						
Salary and Wages	1,054,673	1,230,576	1,054,673	1,054,673	1,330,551	1,054,673
PR Taxes	80,341	91,537	80,341	80,341	115,773	80,341
Benefits	155,919	189,297	155,919	155,919	372,326	155,919
Total Staffing	1,290,933	1,511,409	1,290,933	1,290,933	2,418,650	1,290,933
Marketing and Related						
Advertising	2,586,920	2,493,493	1,130,000	1,130,000	1,130,000	1,130,000
Agency Services/Web Design	38,156	53,446	30,000	30,000	30,000	30,000
Advocacy			25,000	25,000	25,000	25,000
Professional Development			140,000	140,000	140,000	140,000
Sponsorships/Out of Mkt Activations			45,000	45,000	45,000	45,000
Artist services			75,000	75,000	75,000	75,000
Events/Activations/Exhibitions	148,788	181,415	235,000	235,000	235,000	235,000
Freight & Delivery		26,160				
Postage	2,835	3,178	15,520	15,520	15,520	15,520
Printing & Publications	79,746	30,263	95,500	95,500	95,500	95,500
Surveys & Studies	28,882					
Travel & Meetings	19,075	21,378	34,000	34,000	34,000	34,000
Public Relations	215,846	200,144	70,000	70,000	70,000	70,000
Community Engagement	13,041	21,526	150,000	150,000	150,000	150,000
Total Marketing & Related	3,133,289	3,031,004	2,556,120	2,556,120	2,556,120	2,556,120
General & Administrative						
Equipment Rental	4,279	4,146	6,500	6,500	6,500	6,500
Membership & Subscriptions	41,349	40,072	40,000	40,000	41,300	41,300
Outside Professional Services	44,548	42,413	60,000	60,000	60,000	60,000
Software subscriptions/updates	6,003	6,329	60,500	60,500	30,519	30,519
Supplies	6,210	4,845	15,000	15,000	15,000	15,000
Equipment	7,474	46,286	40,000	40,000	33,300	33,300
IT Service	10,154	14,657	15,000	15,000	16,800	16,800
Telephone/Internet	7,602	7,172	30,000	30,000	11,300	11,300
Insurance	26,811	29,550	40,000	40,000	40,000	40,000
Other Office Expense	5,353	13,316	30,000	30,000	10,900	10,900
Building Overhead	75,000	75,000	75,000	75,000	75,000	75,000
Total General & Administrative	234,783	283,787	601,500	601,500	371,919	601,500
Total TDC Contract Expense	4,659,005	4,826,200	5,442,600	5,442,600	5,442,600	5,442,600
County Direct						
Category B Grants	5,442,380	5,173,436	5,544,100	5,544,100	5,344,100	5,344,100
Category C II Grants	1,585,397	1,591,131	1,500,000	1,500,000	1,585,349	1,585,349
TDC Chargeoff	124,598	161,965	507,450	507,450	507,450	507,450
Transfer out Special Projects			500,000	500,000	500,000	500,000
Inspector General Fee	14,768	17,461	20,000	20,000	20,792	20,792
Tax Collector Fees	178,024	192,138	183,950	183,950	186,018	186,018
Total County Direct	7,345,167	7,136,131	8,655,500	8,655,500	8,570,059	8,570,059
Total Expense	12,004,172	11,962,331	14,549,033	14,549,033	13,541,357	14,549,033
Reserves	8,141,289	9,431,424	6,429,263	7,809,605	9,345,062	9,345,062
Total Cultural Council	20,145,461	21,393,755	20,978,296	22,358,638	22,886,419	23,894,095

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

OBJECTIVES & PERFORMANCE MEASURES			
	Actual FY25	Goal FY26	Goal FY27
Support Palm Beach County's tourism marketing program by serving as expert and advocate to the arts and cultural sector, and stewarding funds and strategies that attract key audiences.			
Number of non-resident audiences reported by Cat. B/CII grants (out-of-county)	862,922	1,034,602	1,034,602
Number of resident audiences reported by Cat. B/CII grants (in-county)	2,204,022	2,610,081	2,610,081
Number of total audiences reported by Cat. CI grants	N/A	N/A	75,000
Number of total audiences reported by Bright Idea Sponsorships	N/A	N/A	125,000
Total number of cultural audiences (all grantees/sponsorships)	3,066,944	3,644,683	3,844,683
Direct room nights for artists/creative professionals employed by Cat. B/CII grantees	15,059	19,332	19,332
Number of cultural events promoted on online Events Calendar	N/A	2,500	2,500
Partner referrals (clicks to organizations, artists, or tourism agencies)	103,226	50,000	45,000
Advertising impressions	N/A	25,000,000	50,000,000
Number of email subscribers	68,335	74,000	77,000
Distribution of cultural tourism collateral materials (in-market/out-of-market)	N/A	150,000	160,000
Create unique cultural tourism opportunities to help brand the destination and drive visitation.			
Number of audiences at cultural organizations participating in MOSAIC (Month of Shows, Art, Ideas, & Culture)	N/A	250,000	250,000
Number of attendees at Palm Beach County Open Studios	N/A	5,000	5,000
Number of Palm Beach County artists or organizations that participated in in-market/out-of-market activations	N/A	17	17
Number of sponsorship/partnerships with events that support artists or diverse communities	N/A	2	3
Build programs that support the health and growth of the sector so that the arts continue to shine and demonstrate Palm Beach County is Florida's Cultural Capital.			
Number of participants in professional development/training programs (grant training, Institute for Cultural Advancement, Arts Administrators Fellowship, Emerging Artists, Thoughtful Review)	N/A	95	95
Number of artists in the online Artist Directory	N/A	75	80
Total number of audiences for Arts in My Backyard program connecting artists and cultural organizations to underrepresented communities	N/A	30	30
Number of sessions to online Job Bank	N/A	4,000	6,000
Number of staff site visits, studio visits, and attendance at cultural events	N/A	50	60
Promote the Robert M. Montgomery, Jr. building as a cultural destination and informational hub for the county.			
Visitors to the Cultural Council	6,010	7,000	7,000
Percentage of out-of-county visitors annually	N/A	25%	25%
Number of artists represented in the building (exhibitions, store, musical performances)	N/A	20	27



EXHIBIT H



*Title change pending, FY 27

March 10, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2026

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

COVERAGES	CERTIFICATE NUMBER: 253688766	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		PHPK2606424014	10/1/2026	10/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2606424014	10/1/2026	10/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y		PHUB882896010	10/1/2026	10/1/2027	EACH OCCURRENCE AGGREGATE \$ 5,000,000 \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		N / A	WC434648557	10/1/2026	10/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C	D&O / Crime			105680141	10/1/2025	10/1/2028	D&O Liability Crime 3,000,000 1,000,000*

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

*Directors & Officers Liability Limit - \$3,000,000 / \$2,500 Retention

Fidelity (Crime) Limit - \$1,000,000 / \$10,000 Retention; Except \$5,000,000 limit / \$25,000 Retention for Employee Theft of Client Property

See Attached...

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Tourist Development Council 2195 Southern Blvd Suite 500 West Palm Beach FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bruce Gendelman</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Bruce Gendelman Co., Inc.		NAMED INSURED Cultural Council Of Palm Beach & County Inc. 601 Lake Ave Lake Worth Beach FL 33460
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

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents is included as Additional Insured on Commercial General Liability when required by written contract or agreement.

Palm Beach County Board of County Commissioners is listed as Joint Loss Payee on the Crime Policy.

		Cultural Council of Palm Beach County Exhibit M Overhead Allocation to County					
		FYE 2027	FTE	total	County Square		
			%	sq footage	footage		
<u>Staff space</u>							
DL	1	CEO	80%	180	144.0		
JS	2	SVP	100%	150	150.0		
VJ	3	Associate Vice President of Grants	100%	115	115.0		
JC	4	Grants Assistant	100%	46	46.0		
DC	5	Grants Compliance Specialist	100%	46	46.0		
LP	6	AVP Marketing & Cultural Tourism	100%	115	115.0		
NM	7	Director of Marketing	100%	115	115.0		
RS	8	Director of Communication	100%	46	46.0		
JM	9	Content and Social Media Manager	100%	46	46.0		
DC	10	Special Events and Programs Manager	100%	59	59.0		
KS	11	Graphic Design and Visual Brand Manager	100%	46	46.0		
AA	12	AVP of Community Engagement and Advancement	100%	115	115.0		
MA	13	Community Engagement Manager	100%	46	46.0		
JR	14	Director of Artist Services	100%	115	115.0		
JC	15	Artist services assistant	100%	46	46.0		
LR	16	Community Advancement assistant	0%	46	0.0		
KA	17	CFO	100%	128	128.0		
PT	18	Accounting Manager	100%	70	70.0		
GR	19	Bookkeeper	100%	70	70.0		
HH	20	Ops Coordinator	100%	46	46.0		
PN	21	Visitor Services Asst.	100%		0.0		
NB	22	Executive Assistant	100%	46	46.0		
mezz	23	IT room	100%	48	48.0		
NB area	24	Office supply storage	100%	30	30.0		
Mkt area	25	Intern/marketing supply storage	100%	46	46.0		
Designated square footage				1,816	1,734.00	95.48%	
Common areas				3,015	2,878.86	95.48%	
Total square footage 2nd floor & mezzanine				4,831	4,612.86	95.48% allocated %	
Storage 3rd floor				842	803.98	95.48% apply %	archived grants, marketing and contract reimb files, finance files
First floor space				6,848	6,538.78	95.48%	Lobby, info center, training room for grantees, galleries
Total square footage				12,521	11,955.62	95.48%	
Estimated CAM						\$ 110,000.00	not including capital reserves for deferred maintenance; current depreciation rate approx \$100k/yr
County %						x 95.48%	
Budget Potential						\$ 105,033	
Monthly Invoice to County Potential						\$ 8,753	
Overhead Allocation Allowed per Contract						\$ 105,033	
Budget as per Exhibit A line item						\$ 75,000	