Agenda Item #: 3DD-2

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: And Department	ugust 20, 2024	[X]	Consent Ordinance	[]	Regular Public Hearing
Submitted By:	TOURIST DE	VELO	PMENT COUNCIL		
Submitted For:	TOURIST I	DEVEL	OPMENT COUNCIL		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second 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 \$18,517,372 during the period of October 1, 2024 through September 30, 2025.

Summary: The Amendment updates for Fiscal Year 2025, Exhibit "A" – Annual Budget (for an amount not to exceed \$4,853,590 in contractual services, \$7,150,757 indirect costs (CAT B Grants and CII Grants), \$442,106 in County Direct and \$6,070,919 in reserves, for a total of \$18,517,372), Exhibit "E" - Performance Measures, Exhibit "H" – Organizational Chart, Exhibit "J" – Insurance, Exhibit "L" – Procurement Policy, Exhibit "M" – Overhead, and Exhibit "N" – Diversity Schedule. The Amendment has been approved by the Tourist Development Council Board. **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 years, through September 30, 2027, and the Amendment updates the Agreement's Annual Budget for Fiscal Year 2025. The Amendment adopts new Exhibits "A" (Annual Budget), Exhibit "E" (Performance Measures), Exhibit "H" (Organizational Chart), Exhibit "J" (Insurance), Exhibit "L" (Procurement Policy), Exhibit "M" (Overhead), and Exhibit "N" (Diversity Schedule).

Attachment: 1. Second Amendment with Exhibits A, E, H, J, L, M and N (2)	
Recommended by: Department Director Date: 6 26 24	
Approved By: County Administrator Date: 7/22/34	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					******
Operating Costs	\$18,517,372	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$18,517,372	TBD	TBD	TBD	TBD
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Is this Item using State funds? Yes X No Yes X No No X Does this item include the use of federal funds? Yes No X
Budget Account No.: Fund 1455 Dept 710 Unit Object Reporting Category
 B. Recommended Sources of Funds/Summary of Fiscal Impact: Local Option Bed Tax. C. Department Fiscal Review:
III. <u>REVIEW COMMENTS</u>
A. OFMB Fiscal and/or Contract Administration Comments:
HED 7/12/24 HED COMPANY WING CONTROL DEV. and Control NEW COMPANY B. Approved as to form and Legal Sufficiency:
(日本) OFMB Contract Dev. and Control (イントラン) OFMB (イントラン) M ターター Ama フローター B. Approved as to form and Legal Sufficiency:
Assistant County Attorney
C. Approved as to Terms and Conditions:
Department Director

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

Attachment 1

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

THIS SECOND AMENDMENT (Amendment) is made and entered into this

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

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

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. Exhibits "A, "E", "H", "J", "L", "M", and "N" 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" (Insurance), Exhibit "L" (Procurement Policy), Exhibit "M" (Overhead), and Exhibit "N" (Diversity Schedule) all attached hereto and made a part hereof.
- 3. This Amendment shall become effective when executed by the Parties hereto.
- 4. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Attachment 1

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

JOSEPH ABRUZZO CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners
By: Deputy Clerk	By: Maria Sachs, Mayor
ATTEST: By:	CULTURAL COUNCIL OF PALM BEACH COUNTY, INC. By: David B. Lawrence, President and CEO
Approved as to Terms and Conditions Emanuel Perry TDC Executive Director	Approved as to Form and Legal Sufficiency Yelizaveta B. Herman, Assistant County Attorney

PALM BEACH COUNTY

Cultural Council of Palm Beach County, Inc. Exhibit "A"

Annual Budget

Cultural Council FY25 Contract	Actual Actual Council FY25 Contract FY 2022 FY 2023			Adopted Budget FY 2024		Modified Budget FY 2024		Forecast FY 2024		Budget FY 2025	
Total Cultural Council Contract Expenses	\$	2,343,645	\$	2,469,614	\$	4,712,223	\$ 4,712,223	\$	4,712,223	\$	4,853,590
Marketing Stimulus	\$	902,517	\$	1,957,673	\$		\$ -	\$		\$	-
County Direct	\$	318,753	\$	289,232	\$	413,085	\$ 413,085	\$	420,470	\$	442,106
CAT B Grants	\$	3,975,955	\$	4,046,224	\$	5,144,108	\$ 5,544,108	\$	5,544,108	\$	5,544,108
Cli Grants	. \$	598,077	\$	1,008,504	\$	2,006,649	\$ 1,606,649	\$	1,606,649	\$	1,606,649
Beach Payback	\$	-	\$	414,400	\$		\$ •	\$		\$	_
Special Projects Payback	\$	-	\$	414,400	\$		\$ -	\$	-	\$	-
Total Cultural Council Expenses	\$	8,138,947	5	10,600,047	\$	12,276,065	\$ 12,276,065	\$	12,283,450	\$	12,446,453
Reserves	\$	6,505,072	\$	7,789,972	\$	5,115,156	\$ 6,330,684	\$	7,008,926	\$	6,070,91
Total Cultural Council Expense Budget	\$	14,644,019	\$	18,390,019	\$	17,391,221	\$ 18,606,749	\$	19,292,376	\$	18,517,37

Exhibit "A" continued

CULTURAL COUNCIL									
TDC BUDGET 2025	2 (07 (49 (49 (49)								
		Adopted	Modified		Proposed	Budget Var FY 25	% inc(dec) FY 25 Budget	Budget Var FY 25	% inc(dec)
	Actual	Budget	Budget	Forecast	Budget	Budget vs	VS	Budget vs	FY 25 Budget vs
						FY 24 Modified	FY 24 Modified	FY 24	FY 24
Department	FY 2023	FY 2024	FY 2024	FY 2024	FY 2025	Budget	Budget	Forecast	Forecast
Salaries & Related Salary and Wages	867,886	1,091,250	1.091.250	1,061,250	1,164,633	73,383	6.72%	100 000	0.740/
PR Taxes	64,965	88,151	88,151	78,151	92,845	4,694	5.33%	103,383 14,694	9.74% 18.80%
Benefits	123,958	182,358	182,358	182,358	273,305	90,947	49,87%	90,947	49.87%
Total Staffing	1,056,809	1,361,759	1,361,759	1,321,759	1,530,783	169,024	12.41%	209,024	15.81%
Marketing and Related									
Advertising	797,034	2,543,354	2,543,354	2,607,854	2,419,811	(123,543)	-4.86%	(188,043)	-7%
Agency Services/Web Design Events, Meetings & Conferences/Innovation	119,705 56,773	64,860 172,500	64,860 172,500	64,860 172,500	65,509 166,500	649 (6,000)	1.00% -3.48%	649 (6,000)	1% -3%
Freight & Delivery Postage			-		27,300	27,300		27,300	
Printing	609 7,947	5,000 29,500	5,000 29,500	5,000 29,500	5,000 33,000	3,500	0.00% 11.86%	3,500	0% 12%
Surveys & Studies Travel	30,974	30,000	30,000	30,000	30,000	-	0.00%	-	0%
Video/Radio & Other	20,277	21,500	21,500	21,500	21,715	215	1.00%	215	1%
Public Relations Community Engagement/Cultural Concierge	89,675 2,304	209,950	209,950	209,950	210,000	50	0.02%	50	0%
Total Marketing & Related	1,125,299	11,900 3,088,564	11,900 3,088,564	11,900 3,153,064	99,000 3,077,835	87,100 (10,729)	731.93% -0.35%	87,100 (75,229)	731.93% -2.39%
General & Administrative			•						
Equipment Rental	3,948	7,000	7,000	5,000	5,000	(2,000)	-28.57%	_	0%
Membership & Subscriptions Outside Professional Services	34,827	42,000	42,000	36,000	37,080	(4,920)	-11.71%	1,080	3%
Repairs & Maintenance (incl software updates)	97,984 6,791	50,000 8,900	50,000 8,900	35,000 8,900	38,000 9,167	(12,000) 267	-24.00% 3.00%	3,000 267	9% 3%
Supplies Equipment	13,456	10,000	10,000	10,000	10,000		0,00%		0%
IT Service	7,739 11,676	10,000 16,000	10,000 16,000	10,000 16,000	10,000 16,000	-	0.00% 0.00%	-	0% 0%
Telephone/Internet	6,890 24,138	10,000 26,000	10,000	7,500	7,725	(2,275)	-22.75%	225	3%
Other Office Expense	5,056	7,000 7,000	26,000 7,000	27,000 7,000	30,000 7,000	4,000 -	15.38% 0.00%	3,000	11% 0%
Building Overhead Total General & Administrative	75,000 287,506	75,000 261,900	75,000 261,900	75,000 237,400	75,000		0.00%		0%
Total designation Administration	20,000	701/200	201,300	237,400	244,972	(16,928)	-6.46%	7,572	3%
Total TDC Contract Expense	2,469,614	4,712,223	4,712,223	4,712,223	4,853,590	141,367	3.00%	141,367	3.00%
Marketing Stimulus/Investment Plan									
ERM Beaches F20 Special Projects	414,400	-		_					
Culture Reserves	414,400 1,957,673		•	•	•	-		-	
Total Marketing Stimulus/Investment Plan	2,786,473	•	•	10.0	•	-			
County Direct				n in die state de la company					
Category B Grants	4,046,224	5,144,108	5,144,108	5,144,108	5,544,108	400,000	7.78%	400,000	7.78%
Category C II Grants TDC Chargeoff	1,008,504 107,641	2,006,649 223,921	1,606,649 223,921	1,606,649 221,228	1,606,549 248,585	24,664	0.00% 11.01%	27,357	0.00% 12.37%
Inspector General Fee ISS Enterprise Services	8,807	19,766	19,766	19,766	20,754	988	5.00%	988	5.00%
BOCC Indirect Cost		-	•			-	0.00% 0.00%	-	0.00% 0.00%
Tax Collector Fees Total County Direct	172,784	169,398	169,398	171,040	172,767	3,369	1.99%	1,727	1.01%
rotal County Direct	5,343,960	7,563,842	7,163,842	7,162,791	7,592,863	429,021	5.99%	430,072	6.00%
Total Expense	10,600,046	12,276,064	11,876,064	11,875,013	12,446,453	570,389	4.80%	571,440	4.81%
Reserves	7,789,972	5,115,156	6,330,684	7,008,926	6,070,919	(259,765)	-4.10%	(938,007)	-13.38%
Total Cultural Council	18,390,018	17,391,221	18,206,749	18,883,940	18,517,372	310,623	1.71%	(366,568)	-1.94%
* Contract Line Items									

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13,285	16,739	17,575	19,332	Denmad
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2023

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

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

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	ce Gendelman Co., Inc. 14 Florida Avenue				PHONE (A/C. No.	Ext): 262-478	3-1000	FAX (A/C, No):	262-478	-1001
	st Palm Beach FL 33401-7866				E-MAIL ADDRES	s: chtaylor@	gendelman.	com		
						INS	URER(S) AFFOR	RDING COVERAGE		NAIC#
				License#; L003035	INSURE	A: Philadelp	hia Indemnit	y Ins Co		18058
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8	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		ĺ	WC434648557		10/1/2023	10/1/2024	X PER STATUTE ER	ļ	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A			Ī			EL EACH ACCIDENT	\$ 1,000,	
	Mandatory in NHI							EL DISEASE - EA EMPLOYEE	-	
	If yes, describe under DESCRIPTION OF OPERATIONS below	1						EL DISEASE - POLICY LIMIT		
С	Directors & Officers Crime	***************************************		105680141		10/1/2022	10/1/2025	D&O Limit Crime Limit	1,000, 1,000,	
Pal	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC in Beach County Board of County Comi ditional Insured on Commercial General	nissio	ners,	101, Additional Remarks Schedu a political subdivision of t	ie, may be he State	attached if mon of Florida, it	e space is requir s Officers, Er	i ed) mployees, and Agents are	include	d as
CE	RTIFICATE HOLDER				CANC	ELLATION				
	Palm Beach County Board FDO, 2633 Vista Parkway West Palm Beach Ft. 3341		ounty	/ Commissioners	AUTHO:	EXPIRATION ORDANCE WI	n DATE THE THE THE THE THE POLICE NEATHVE	DESCRIBED POLICIES BE CEREOF, NOTICE WILL CY PROVISIONS. Lynau CORD CORPORATION.	BE DEL	IVERED IN

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

EXHIBIT "L"

PROCUREMENT POLICY

Contracts entered into by Culture in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Culture's President & CEO to educate staff who make purchases as to the Culture's obligations under this Agreement. Failure to follow these guidelines may result in non-reimbursement of Culture's Operating Expenses.

I. General

- a. <u>Fully Budgeted.</u> Culture shall only procure goods or services that are fully budgeted and appropriated as per the Board of County Commissioners' annual approved budget.
- b. <u>Awards to Bidders and Proposers</u>. Awards will be made to the lowest responsive, responsible bidder, or responsive, responsible proposer, whose bid or proposal is determined to be the most advantageous to Culture in its performance of its duties in accordance with the terms of this Agreement.
- c. Evaluation Criteria. Evaluation of bids, offers and proposals shall be based upon the criteria established by Culture in the solicitation and any other relevant information obtained through the evaluation process. Proposal criteria may include but need not be limited to price. Discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in Culture's best interests in the performance of its duties, obligations and functions as provided in this Agreement.
- d. <u>Vendor List</u>. Culture will maintain a vendor list of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. Culture will solicit bids, quotes, or proposals from responsible prospective suppliers, vendors or contractors obtained from Culture's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.
- e. <u>Dollar Limits</u>. All purchasing procedures and dollar limits will be determined by the initial term of the contract multiplied by the annual contracted dollar amount and no contract will exceed five (5) years in duration. No contract or purchase shall be subdivided to avoid the purchasing guidelines and dollar levellimit requirements provided for in this Agreement.
- f. Written Contracts/Purchase Orders. All contracts and purchase orders, including those for professional or consulting services, shall be evidenced by a written agreement which shall specify the services to be performed and/or the goods to be received, the time period during which such services will be performed, the amount and form or method of compensation (e.g.,

retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, ownership of the product, and contain other standard contract language.

II. Approval Authority

- a. Approval authority of purchases or contracts for goods or services is subject to compliance with the procurement requirements set forth in Section III herein.
- b. <u>Up to \$50,000</u>. Culture holds approval authority and may execute contracts for all purchases up to \$50,000.
- c. <u>Between \$50,000 and up to \$100,000</u>. Culture shall obtain the approval of the Executive Director of the TDC prior to executing contracts or proceeding with purchases.
- d. Over \$100,000. Culture shall obtain approval from the Executive Director of the TDC and the TDC Board prior to executing contracts or proceeding with purchases. Following approval by the TDC Board and execution of the associated contract by Culture, Culture will provide the TDC Director a copy of same for submission to the Palm Beach County Clerk of the Circuit Court & Comptroller (Clerk). Per its standing procedure, the Clerk will assign a record number ("R Number") to the contract in order to allow for reimbursements to be processed in compliance with the provisions of this Agreement.
 - i. Advertising/Marketing Purchases. Considering that, per the County's standard procedures for the annual budget approval cycle, Culture's budget is submitted for the approval of the Executive Director of the TDC and the TDC Board prior to being submitted for approval by the Board of County Commissioners (Board), Sole Source purchases for advertising media and marketing/sales partnership agreements that are specifically detailed in Culture's approved Marketing Plan and budget, shall be deemed authorized by the TDC Board and the Board upon approval of the County's annual budget.
 - 1. Should Culture seek approval of a Sole Source purchase for partnership media marketing/sales advertising or agreements, either of which is in excess of the amount approved by the Board in the County's annual budget, Culture shall submit the additional funding request to the Executive Director of the TDC and the TDC Board. Upon approval by the TDC Board, the Executive Director of the TDC will place the request on the agenda for action by the Board. The determination of the Board of County Commissioners shall be final. If Culture's request is approved by the Board, Culture may proceed to execute the associated contract, in compliance with the Agreement.

III. Procurement Processes

- a. <u>Less than \$5,000</u>. In order to purchase goods and services of less than \$5,000, Culture may obtain oral quotes. A competitive process, that takes into consideration small/minority/women-owned business enterprises and Local Preference, is encouraged but not required when making these purchases.
- b. Between \$5,001 and up to \$50,000. To purchase goods or services between \$5,001 and up to \$50,000 Culture must obtain a minimum of three (3) written quotes for each item or group of items needed. To solicit quotes, Culture will develop a Request for Quotes (RFQ) detailing the specifications of the good or services to be procured. RFQ will be mailed, faxed, or emailed to prospective bidders, as identified by Culture. Should Culture be unable to obtain the required minimum of three (3) written quotes, it shall provide adequate justification to the satisfaction of the Executive Director of the TDC as to the need to proceed with the purchase.
- c. Between \$50,001 and up to \$100,000. To purchase goods and services between \$50,001 and up to \$100,000 Culture must obtain a minimum of three (3) written proposals/bids thorough an Invitation to Bid (IFB) or Request for Submittal (RFS). Advertisements for IFB/RFS will be posted on Culture's website under a public page and published no less than one time in a trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Culture may elect to conduct direct outreach by emailing or mailing prospective bidders/respondents a copy of the IFB/RFS. Should Culture be unable to obtain the required minimum of three (3) written proposals/bids, it shall provide adequate justification to the satisfaction of the Executive Director of the TDC as to the need to proceed with the purchase.
- d. <u>Exceeding \$100,001</u>. To purchase goods or services over \$100,000 Culture shall:
 - i. Draft a request for proposals (RFP) or invitation for bids (IFB) detailing the specifications of the good or services to be procured.
 - ii. The draft RFP or IFB shall be submitted to the Executive Director of the TDC.
 - iii. The Executive Director of the TDC will review and must approve the RFP/IFB to ensure that it meets the applicable requirements of this Agreement.
 - iv. Culture will not proceed to advertise the RFP/IFB prior to obtaining approval by the Executive Director of the TDC.
 - v. Culture will advertise the RFP/IFB on Culture's website on a public page and publish it no less than one time in a trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided.

- vi. Culture may elect to conduct direct outreach by emailing or mailing prospective bidders/respondents a copy of the RFP/IFB.
- vii. Responses will be evaluated by a Selection Committee. The Selection Committee members will be: (1) Culture President & CEO, (2) TDC Executive Director, (3) Culture Chair or designee, (4) TDC Board member, (5) Culture Staff member, and (6) County Administrator or Designee.
- viii. Once the Selection Committee for a specific procurement has been chosen, the Committee may convene to evaluate the responses received and make a recommendation provided a majority of members are present.
 - ix. The Committee's recommendation will be referred for further action to Culture's Executive Committee or Culture's Board, as dictated by the its By-Laws.
 - x. Following a recommendation of approval by Culture's Executive Committee or Board, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC Board. If Culture's Executive Committee or Board does not recommend approval, or the TDC Board does not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice, cancel, or readvertise the RFP/IFB.
 - xi. Upon approval by the TDC Board, Culture is authorized to proceed with execution of the associated contract.
- e. <u>Sole Sources</u>. A sole source designation means there is only one (1) good or service that meets the need of Culture, and that good or service is available through only one (1) source as determined by a reasonably thorough analysis of the marketplace.
 - i. Culture may purchase or contract for goods and services without competitive solicitation only if it has provided to the Executive Director of the TDC evidence in writing demonstrating that the proposed purchase or contract meets the definition of sole source herein. The evidence must be independent from the vendor.
 - ii. The request for, and approval of, a proposed Sole Source purchase must be made prior to contract execution.
 - iii. The purchase of services with key industry associations for advertising media and/or marketing/sales partnerships, are authorized to be procured as sole source purchases, based on the unique characteristics that each key industry association has, including, but not limited to, readers, broadcast's audience, and media reach.
- f. Government/Cooperative Price Agreements. Culture may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm

Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided that:

- i. such governmental entity, agency or bureau utilized a competitive process;
- ii. Culture accepts the same terms and conditions specified in the originating contract; and
- iii. the contractor extends the same terms and conditions of the contract to the Culture.

IV. Emergency Purchases

- a. <u>Definition</u>. An emergency purchase is a procurement made in response to a need for goods or services when the delay associated with complying in the requirements of Section III herein would be detrimental to the interests, health, safety or welfare of Culture. Purchases made under the provisions of a State of Emergency issued for the County or the entire State of Florida will constitute an Emergency Purchase.
 - i. Culture may purchase or contract for goods and services only if it has provided written justification to, and obtained approval of, the Executive Director of the TDC as to the conditions warranting the emergency purchase.
 - ii. When proceeding under an emergency purchase, Culture may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals.

EXHIBIT M

		EVIJIDI IM		•		
	Cultural Council of Palm Beach County					
	Overhead Allocation to County	FTE	total			
	FYE 2025	<u> </u>	sq footage Co	unty Square footage		
	Staff space					
1	Exec, Director	40%	180	72,0		'
2	VP Marketing & Program	85%	150	127.5		
à	AVP Development	0%	84	0.0		
4	AVP Community Investments (fka Grants)	75%	115	86.3	,	
5	Grants Assistant	95%	46	43.7		
6	AVP Marketing & Cultural Tourism	95%	115	109.3		
7	Director of Community Engagment	95%	46	43.7		
8	Olrector of Artist Services	0%	115	0.0		
9	Director of Stewardship	25%	115	28.8		
10	Marketing Coordinator	95%	46	43.7		
31	Bookkeeper (90%	70	63.0		
	Bookkeeper II	75%	٠.	0.0		
12	CFO	85%	128	108.8		
13	Accounting Manager	75%	70	52.5		
14	Accounting Clerk	90%	59	53,1		
25	Visitor Services	* 100%		0,0		·
16	Receptionist/Adminstrative Assistant	50%	46	23.0		•
17	Activations and Event Coord	95%	46	43,7		
18	Creative Lead	95%	46	43.7		
19	Director of Marketing	90%	46	41.4		
20	Grants Assistant/coord	90%	78	70.2		
21	IT room	70%	48	33.6		
22	Office supply storage	70%	30	21.0		
23	intern/Marketing supply storage	100%	45	46.0		
24	Intern/community relations supply storage	95%	46	43.7		
25	Intern/Supply storage	50%	46	23.0		
	Designated square footage		1,817		1,221.55	67%
	Common areas		3,014		2,026.28	67%
	Total square footage 2nd floor & mezzanine		4,831		3,247.83	67%
			••		•	allocated %
	Storage 3rd floor		842		566.07	67% apply %
						estimate-archived grants, marketing and contract reimb files, finance files
	First floor space		6,848		5,820.80	85%
	• • • • • • • • • • • • • • • • • • • •					estimate-Lobby, info center, training room for grantees
	Total square footage		12,521		9,634.70	77% and other agency/county related functions
	Estimated CAM				130,000.00	
	County %			Х	76.95%	not including capital reserves; current depreciation rate approx \$90k/yr
	Budget Potential			\$	100,033	
	Monthly invoice to County Potential			\$	8,336	
	Overhead Allocation Allowed per Contract			\$	100,033	
	Budget as per Exhibit A line Item			\$	75,000	

Organization Name:			TOTAL S	TAFE MAR	CH 2024	
Cultural Council	P8C					
	Ethnicity	Key			Total	Ethnicity
	*	Ethylaty	Female	Male	Staff	<u> </u>
Senior Management	52%	White	2	1	3	
	20%	Black		l	0	0%
	23%	Hispanic			0	0%
	3%	Asian			Ö	0%
	2%	Other			0	0%
Total	100%		2	1	3	100%
Professional	52%	White	5	1	6	43%
	20%	Black	3	1	4	29%
	2316	Hispanic	2		2	14%
	3%	Asian		1	1	7%
	28	Other	1		1	796
Total	200%		11	3	14	100%
Administrative & Clerical	52%	White	2	<u> </u>	2	67%
	20%	Black			0	0%
	73%	Hispanic	1		1	3394
	5%	Asian			0	0%
	2%	Other	1		D	0%
Total	100%		3	Ó	3	100%

52% 20% 23% 9% 9% White Black

Asian

Other

Hispanic

1

Exhibit N TOTAL STAFF MAY 2023

| No. | No.

White	4	1	5	56%
Black	1		1	11%
Hispanic	2		2	22%
Asian		1	1	11%
Other			1.	0%
	7	2	9	100%

	5	0	5	100%
Other	1		1	20%
Asian				0%
Hispanic	2		2	40%
Black				0%
White	2		2	40%

White	8	2	10	59%
Black	1	Ω	1	6%
Hispanic	4	0	4	24%
Aslan		1	1	6%
Other	1	0	1	6%
	14	3	17	100%

Asian

55% 20% 15% 5% 5% 100%

TOTAL STAFF MARCH 2022

Key			Total	Ethnicity	Key	
Livelides	Female	Male	Staff	%	Elfrafelty	Female
White	2	1	3	100%	White	3
Black			D	034	Black	
Hispanic			0	0%	Hispanic	
Asian			0	0%	Asian	
Other			D	0%	Other	
	2	1	3	100%		3
White		1 1	6		hast se.	T
	4	2 2	3		White	4
Black	1			10-4-1-0	Black	1 1
Hispanic	2	0	2		Hispanic	2
Asian		1	1	8%	Asian	
Other			0		Other	
		5	12	100%		7
White	3		3	50%	White	3
Black	1		D		Black	
Hispanic	2		2	40%	Hispanic	2
Asian			0	940	Asian	T
Other			Ď	0%	Other	T
		0	5	100%		5
White	9	3	12	80%	White	10
Black	1		3		Black	1
litanania	1				Lizenania	1

TOTAL STAFF JUNE 2021

(الأنطاق	Female	Male	Staff	%
White	3		4	100%
Black		<u> </u>	0	0%
Hispanic	Ĭ'		0	0%
Asian	T		0	0%
Other			0	0%
	3		4	100%
White	4		5	45%
Black	1		. 2	1890
Hispanic	2			27%
Asian			l i	94
Other			0	Q%
	7		11	100%
White	3	I	3	60%
Black	 		ō	0%
Hispanic	2	····	7	40%
Asian	<u> </u>		0	0%
Other			0	C/X
	5) 5	100%
White	10		12	50%
Black	1 1	-		10%
Hispanic	4			
nsiaA	1		1	5%
Öther	<u> </u>		1	Û97
	15		20	100%

Does not include valuateers or interns

Total Agency

Total